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SC Court of Appeals

February 20, 2026

Via email- ctappfilings@sccourts.org

The South Carolina Court of Appeals
Jenny Abbot Kitchings, Clerk
Post Office Box 11629
Columbia, SC 29211

Re: Elaine C. Rice v. SC Home Holdings, LLC
Appellate Case No. 2024-001614

Dear Ms. Kitchings:

Pursuant to the Court's November 6, 2024, Order, I am providing a status update on the Rule 60(b) Motion. Judge Jackson issued the attached ruling on the Rule 60(b) Motion. Based on his Order, I anticipate Judge Jackson will hold a hearing to determine the damages in this case.

I look forward to hearing from the Court regarding the next steps in this matter.

Yours truly,

Russell A. Blanchard, IV

blanchardra@williamsattys.com

cc: Spencer Andrew Syrett (via email)

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG) IN THE COURT OF COMMON PLEAS
 C/A #2020-CP-38-01433

Elaine C. Rice and Whitnee Dash-Brathwaite,)
)
 Plaintiffs,)
)
 vs.)
)
 SC Home Holdings, LLC,)
)
 Defendant.)
)

ORDER

The Plaintiffs filed a Motion for Relief from Order pursuant to Rule 60(b) on November 15, 2024 regarding the original Order issued by this Court on September 23, 2023, and on the Order of Reconsideration on September 6, 2024. A hearing on this Motion was held on October 29, 2025.

The Plaintiff raises the issue of Finding of Fact No. 26 which found that the Defendant’s renovation expenses were in excess of \$75,000.00. The Court agrees that this finding was in error and was the result of the Court’s faulty memory as to the testimony. The testimony of Mr. Cognata was that he spent between \$60,000.00 and \$70,000.00 on renovations to the house. Therefore, the Final Order on Reconsideration should be changed to reflect that between \$60,000.00 and \$70,000.00 was paid to renovate the house.

It should be noted that the amount of money spent by the Defendant on renovations is immaterial to the solution the Court set forth in the Final Order. This case involves unusual facts that were greatly complicated by the COVID epidemic.

At the time the parties entered into the Contract of Sale, the Defendant did not yet own the property to sell. He had bought it at a tax sale but did not yet have a deed. The deed did come

later, but not until after the closing date in the contract. As a result of another date in the contract, the fact that the Plaintiff's earnest money had not been returned and other matters set forth in the Order, I found that a breach of the contract had occurred. Nevertheless, the breach by the Defendant was not malicious or mean spirited in any way. Due to his belief the contract was expired, the Defendant renovated the property and began renting to tenants.

Under the circumstances, the Court did not and does not believe that the Plaintiff should receive a fully renovated property for the original contract price. The solution the Court reached was to have the property appraised and then fashion a fair and equitable price for the Plaintiffs to pay for the property, after considering the value of the renovated property as compared to the contract price.

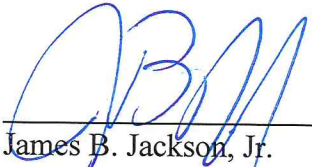
The Plaintiffs further seeks relief on the later discovered evidence that the Defendant and his realtor, Julie Henline, are actually partners in the real estate agency rather than the usual relationship of realtor and property owner. The Court, however, sees this as a distinction without a difference in this case. The Court found a breach of the contract in large part of the actions of the realtor in withholding earnest money and in failing to communicate with the Plaintiffs. The realtor was acting as a dual agent but was certainly acting as the Defendant's agent. Therefore, the Defendant was found to be in breach of contract. The realtor is not a party in this case, so she cannot be held liable for any damages suffered by the Plaintiff.

It is the intent of the Court to hold another hearing to determine the damages in this case. At that hearing, the Court would compare the original contract price and condition of the property to the appraised value of the improved and renovated property and set an equitable purchase price to be paid by the Plaintiffs. At this point, due to the delays in the case, the Court will further consider the costs of the delays as well as income derived by the Defendant from rent. The Court

would also consider other matters set forth by the parties in order to reach an equitable solution to this unusual case.

IT IS THEREFORE ORDERED that the Plaintiffs' Motion for Relief from Order pursuant to Rule 60(b) is hereby denied for the reasons to set forth herein.

January 14, 2026



James B. Jackson, Jr.
Master in Equity for Orangeburg County

FORM 4

**STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG
IN THE COURT OF COMMON PLEAS**

JUDGMENT IN A CIVIL CASE

CASE NO. 2020-CP-38-01433

Elaine C. Rice and Whitnee Dash-Braithwaite

SC Home Holdings, LLC

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: James B. Jackson, Jr	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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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), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- 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

