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SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY

Court of Common Pleas

James O. Spence, Circuit Court Judge

Case No. 2022-CP-32-02217

Dennis Gilpatrick.....Appellant,

v.

Gregory Lucas.....Respondent.

Appellate Case No. 2025-001607

INITIAL REPLY BRIEF OF APPELLANT

March 2, 2026

s/ Rolf M. Baghdady
Rolf M. Baghdady / SC Bar # 0464
Rolf M. Baghdady, P.A.
118 Cobblestone Court
Chapin, SC 29036-9705
(803) 345-7653
E-mail: rolf@rolfbaghdady.com
Attorney for Appellant

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STATEMENT OF ISSUE ON APPEAL

Did the Master-in-Equity err in failing to find that Appellant Dennis Gilpatrick now owns what was Kristin Gilpatrick's right of redemption because Kristin Gilpatrick, Appellant Dennis Gilpatrick's former spouse, had a one-half (1/2) real estate interest in the right of redemption in the installment land sale contract that she could and did convey to Appellant Dennis Gilpatrick by a quit claim deed?

ARGUMENTS

1. BECAUSE KRISTIN GILPATRICK, APPELLANT DENNIS GILPATRICK'S FORMER SPOUSE, HAD A ONE-HALF (1/2) REAL ESTATE INTEREST IN THE RIGHT OF REDEMPTION IN THE INSTALLMENT LAND SALE CONTRACT THAT SHE COULD AND DID CONVEY TO APPELLANT DENNIS GILPATRICK BY A QUIT CLAIM DEED, THE MASTER-IN-EQUITY ERRED IN FAILING TO FIND THAT APPELLANT DENNIS GILPATRICK NOW OWNS WHAT WAS KRISTIN GILPATRICK'S RIGHT OF REDEMPTION.

The Court concludes that because of the quit claim deed, Plaintiff [Appellant] is the sole owner of any and all interest arising out of the Residential Lease Purchase Agreement dated November 28, 2014 and his extinguishing of the Residential Lease Purchase Agreement, and entering into the Month-to-Month Rental Agreement is binding upon any interest previously held by Kristin Gilpatrick (Order).

Kristin Gilpatrick's one-half (1/2) interest in the quit claim deed in the Installment Land Sale Contract did not extinguish her one-half (1/2) interest in the equity of redemption with respect to Respondent Greg Lucas.

Respondent's Initial Brief asserts that, "Any right to the equity of redemption by Kristyn [sic] Gilpatrick as to the subject property was therefore released by virtue of this quitclaim deed." This is only true in part because the "release" did not terminate, surrender, or extinguish the right of redemption as to Respondent Greg Lucas. In actuality, the right of redemption continues to exist, but now that right is in the hands of the one to whom it was transferred, Appellant Dennis Gilpatrick.

CONCLUSION

For the reasons stated above and after considering Appellant's Brief, Respondent's Brief, and the Record, this Court of Appeals should:

1. Reverse the judgment denying specific performance as to the one-half (1/2) interest of Kristin Gilpatrick under the Installment Land Sale Contract conveyed to Appellant Dennis Gilpatrick dated December 1, 2023 and recorded December 6, 2023;
2. Reverse the finding that there was any malicious prosecution or abuse of process in the filing of Appellant's lis pendens;
3. Reverse the judgment granting damages to Respondent Gregory Lucas for rents in the sum of \$30,600.00;
4. Remand the case to the Master-in-Equity to determine the amount due Appellant Dennis Gilpatrick for loss of use of the one-half (1/2) interest of the real property conveyed from Kristin Gilpatrick, net any sums remaining due under the right of redemption under the Installment Land Sale Contract, and enter damages for that amount against Defendant Gregory Lucas; and,
5. Order transfer of a one-half (1/2) interest in the property described as 117 Noah Lucas Road from Respondent Gregory Lucas to Appellant Dennis Gilpatrick.

Respectfully submitted,

March 2, 2026

s/ Rolf M. Baghdady
Rolf M. Baghdady / SC Bar # 0464
Rolf M. Baghdady, P.A.
118 Cobblestone Court
Chapin, SC 29036-9705
(803) 345-7653
E-mail: rolf@rolfbaghdady.com
Attorney for Appellant