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SC Court of Appeals

**IN THE COURT OF APPEALS  
STATE OF SOUTH CAROLINA**

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**Court of Appeals No.**

2025 - 00 2567

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**HUGH PARKS PRICE,**

Appellant,

v.

**LISA LEE MOLSTAD,**

Respondent.

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*Appeal from Saluda County Court of Common Pleas*

*Civil Action No. 22025CV4110100069*

*Circuit Court of Appeals No. 2025-CP-41-00100*

*The Honorable Donald B. Hocker, Circuit Court Judge*

**INITIAL BRIEF OF APPELLANT**

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## **JURISDICTIONAL STATEMENT**

The Circuit Court of Common Pleas for Saluda County entered its Order Denying Appeal on December 12, 2025, affirming the Saluda County Magistrate Court's Writ of Ejectment. Appellant Hugh Parks Price timely filed his Notice of Appeal on December 22, 2025, within the ten-day statutory deadline. This Court has jurisdiction pursuant to S.C. Code Ann. § 14-8-200 and Rule 203, SCACR.

### **STATEMENT OF THE ISSUES**

- I. WHETHER THE CIRCUIT COURT ERRED IN DISMISSING THIS APPEAL AS MOOT BASED SOLELY ON THE EXPIRATION OF THE LEASE TERM, WHERE SIGNIFICANT COLLATERAL CONSEQUENCES AND PERSONAL PROPERTY RIGHTS SURVIVED THAT EXPIRATION?**
- II. WHETHER THE MAGISTRATE VIOLATED APPELLANT'S CONSTITUTIONAL RIGHT TO DUE PROCESS BY REFUSING TO ALLOW HIM TO CALL WITNESSES WHO WERE PRESENT AT THE BOND HEARING?**
- III. WHETHER THE WRIT OF EJECTMENT WAS VOID WHERE IT WAS SIGNED AND ISSUED BY A MAGISTRATE WHO HAD RECUSED HERSELF FROM ALL MATTERS INVOLVING APPELLANT?**
- IV. WHETHER THE MAGISTRATE IMPROPERLY CONDITIONED APPELLANT'S CONSTITUTIONAL RIGHT TO A JURY TRIAL UPON PRE-PAYMENT OF DISPUTED RENT, IN VIOLATION OF S.C. CONST. ART. I, § 14?**
- V. WHETHER THE HEARING WAS RENDERED FUNDAMENTALLY UNFAIR BY RESPONDENT'S PERJURED TESTIMONY THAT RENT HAD NOT BEEN PAID, WHERE**

THE TRANSCRIPT REVEALS SHE ADMITTED PAYMENT AT CLOSING BUT  
CONTRADICTED HERSELF UNDER OATH?

VI. WHETHER THIS COURT SHOULD GRANT EMERGENCY RELIEF TO HALT  
RESPONDENT'S SEIZURE AND DESTRUCTION OF APPELLANT'S PERSONAL  
PROPERTY DURING THE PENDENCY OF THIS APPEAL?

## STATEMENT OF THE CASE

This appeal arises from the Saluda County Magistrate Court's issuance of a Writ of Ejectment against Appellant Hugh Parks Price, a lawful tenant residing at 2465 Lot D Pine Grove Road, Ward, South Carolina 29166. On December 12, 2025, the Circuit Court denied Appellant's appeal on two grounds: (1) that the Magistrate acted within the governing statutes, and (2) that the appeal was moot because the lease term expired on May 31, 2025. Both holdings were in error.

The eviction action was initiated by Respondent Lisa Lee Molstad on February 25, 2025, in the Saluda County Magistrate Court (Case No. 2025CV4110100069). The underlying lease was a two-year agreement executed on June 1, 2023, as part of a real estate transaction, under which Appellant prepaid \$100 in rent — two annual installments of \$50 each — at closing. Respondent falsely alleged before the Magistrate, under oath, that this rent had not been paid.

On March 31, 2025, Appellant appeared before Magistrate William R. Freeman for a hearing on his request for a jury trial. Appellant initiated this proceeding to assert his right to have a jury resolve the disputed rent question; it was not scheduled as a bond proceeding. Magistrate Freeman converted it into a bond determination and conditioned Appellant's right to a jury trial upon re-paying rent that he had already paid in full.

Freeman ordered Appellant to pay Respondent directly via Venmo or PayPal — rather than posting a bond to the court as required by S.C. Code Ann. § 27-40-790. Appellant could not lawfully comply with the direct-payment order in any event, as a No Contact Order issued by a higher court as a condition of his plea agreement prohibited direct financial transactions with Respondent. Appellant also correctly asserted that paying money he did not owe would constitute an admission of non-payment, and that the signed

two-year lease itself was the receipt — proof that rent had been prepaid in full at closing. The Magistrate gave Appellant five days to produce a separate written receipt. When Appellant was unable to locate such a document within that period, the Writ of Ejectment was issued on April 25, 2025, and served on April 28, 2025. Appellant filed his appeal to the Circuit Court on May 1, 2025.

The Circuit Court appeal was heard on November 20, 2025, before Judge Donald B. Hocker. Appellant appeared pro se; Respondent did not appear but was represented by counsel Christian G. Spradley. On December 12, 2025, Judge Hocker entered the Order Denying Appeal. Notice of that Order was not provided to Appellant until December 19, 2025 — seven days after entry — in violation of Rule 77(d), SCRCP. Respondent and her agent immediately began removing Appellant's personal property from the premises on December 20-21, 2025, before the appeal deadline had even expired. Appellant timely filed this Notice of Appeal on December 22, 2025.

## STATEMENT OF FACTS

### ***A. The Lease Agreement and Prepaid Rent***

On June 1, 2023, Appellant entered into a two-year lease agreement with Respondent for the premises located at 2465 Lot D Pine Grove Road, Ward, South Carolina 29166. The lease was executed as a condition of an overall real estate transaction. The agreed rent was \$50 per year — \$100 total for the two-year term. Appellant paid the full \$100 in cash at the closing table, presenting two fifty-dollar bills. Respondent's attorney, present at the closing, remarked dismissively: 'Well, there's your dinner for tonight.' A witness was present at the closing table when this payment was made. (Transcript, March 31, 2025, pp. 3-5.)

Respondent acknowledged during the bond hearing that the \$50 annual payment was called for in the lease ('Fifty dollars a year. He paid it in the closing documents'). Yet she simultaneously claimed he had not paid since 'last May.' This contradiction is central to the due process violations at issue in this appeal. (Transcript, pp. 1-2.)

### ***B. History of Recusals and the Saluda County Magistrates***

The Saluda County Magistrates — Chief Magistrate William R. Freeman and Magistrate Joyce Buffington Shults — have been the subject of multiple Supreme Court-ordered recusals from cases involving Appellant. On August 9, 2023, Chief Justice Donald W. Beatty issued an Order assigning Lexington County Magistrate Gary S. Morgan to preside over Case No. 2023CV4110100221, an eviction involving the exact same parties, and exact same lease, because the Saluda County Magistrates had recused themselves from all such matters. A second Supreme Court recusal order, dated March 1, 2024, extended this assignment to additional cases.

On October 9, 2024, both Magistrate Freeman and Magistrate Shults signed an Order of Recusal in Case No. 2024OR4110100008 (*Vajo v. Price*), again recusing from matters

involving Appellant, citing the fact that they had 'heard over 20 cases with several different people involving Mr. Price' and 'cannot be impartial.' Despite these recusals, Magistrate Freeman presided over the March 31, 2025 jury trial request hearing in this case, and Magistrate Shults signed and issued the Writ of Ejectment on April 25, 2025.

***C. The March 31, 2025 Hearing — Jury Trial Request Converted to Bond Proceeding***

Appellant appeared at the March 31, 2025 hearing specifically to request a jury trial on the disputed rent issue. He was not advised in advance that the hearing would function as a bond proceeding. Magistrate Freeman converted the hearing into a bond determination and told Appellant that he could not have a jury trial unless he paid any amounts owed. When Appellant represented that rent had been paid in full at closing two years in advance, Magistrate Freeman gave him five days to produce a separate receipt or pay \$50 — not to the court as a bond, but directly to Respondent Molstad via Venmo or PayPal. This direct-payment directive violated S.C. Code Ann. § 27-40-790, which requires disputed rent to be paid as a bond to the court, held in trust until trial. Moreover, a No Contact Order previously issued by a higher court as a condition of Appellant's plea agreement prohibited him from having direct contact with Respondent, making Freeman's payment directive independently unlawful. The Magistrate did not allow Appellant to call witnesses who were present and could have confirmed the payment. (Transcript, March 31, 2025.) Appellant declined to re-pay, explaining:

*"I did not wish to repay my rent to the Court in order to buy my right to a jury trial. Paying my rent again would be an admission of having not paid it." (Notice of Appeal, p. 3 of 3.)*

Appellant's position was legally sound on multiple grounds. First, the signed two-year lease executed at the June 1, 2023 closing was itself the receipt — it documented the

prepayment of \$100 covering both years of the tenancy. No separate receipt was required by the lease or by statute. Second, S.C. Code Ann. § 27-40-790 required Freeman to order a bond payable to the court — not direct payment to Respondent. Third, arranging to pay Respondent directly would have violated the No Contact Order in effect against Appellant. Fourth, re-tendering money already paid would constitute a judicial admission of non-payment of the very fact at issue in the jury trial. Freeman's order was thus procedurally defective, substantively unlawful, and constitutionally impermissible.

***D. The Writ of Ejectment — Signed by a Recused Magistrate***

On April 25, 2025, Magistrate Joyce Buffington Shults — who had expressly recused herself from all cases involving Appellant in her October 9, 2024 Order — signed and issued the Writ of Ejectment. The writ directed ejectment from '815 Pine Grove Rd., Ward, SC 29166' — an address Appellant did not occupy. Appellant resided at 2465 Lot D Pine Grove Road. Service was accomplished on April 28, 2025, by posting at a non-existent address location.

***E. Property Removal During Pendency of Appeal***

The Order Denying Appeal was filed December 12, 2025. Notice was not sent to Appellant until December 18, 2025 — six days later — in violation of Rule 77(d), SCRCF, which requires that notice be served 'forthwith.' Appellant received the notice by mail late on Friday, December 19, 2025, leaving him only one business day (Monday, December 22) to file his appeal before the ten-day deadline expired. Beginning on December 20-21, 2025 — before the appeal deadline had expired and while Appellant's appellate rights were fully intact — Respondent Lisa Molstad and her agent Brian Pippin began removing Appellant's personal property from the premises. This

removal included a 36-foot lowboy trailer (titled in Appellant's name), a 40-foot Country Ridge camper, household furniture, appliances, tools, musical instruments, construction equipment, and irreplaceable personal documents and family heirlooms. The removal was documented in audio recordings made by Appellant on December 20-22, 2025, pursuant to S.C. Code Ann. § 16-17-470 (one-party consent). When Appellant called the Saluda County Sheriff's Department to report the ongoing theft, officers refused to take a report, refused to identify themselves, and terminated the call with 'Have a good day and don't call us back.' (Exhibit C, Memo in Support of Emergency Motion, p. 4.) The pattern of Sheriff non-cooperation was not new: on May 8, 2025 — shortly after the Writ issued — Lieutenant Wilson of the Saluda County Sheriff's Office left a voicemail for Appellant stating that the appeal Appellant had filed 'does not stay your eviction,' that 'the eviction stands,' and that if Appellant remained on the property he was 'subject to trespassing and could be arrested.' This statement was a misrepresentation of SC law: a timely-filed appeal stays execution of the writ pending appeal under Rule 225(a), SCACR. The Sheriff's misinformation compounded the constitutional injuries at issue in this appeal. Significantly, on December 30, 2025 — after this appeal was filed — Lieutenant Wilson left a second voicemail acknowledging receipt of Appellant's communications and stating that once 'your appeal is heard and if you're awarded the contents of your belongings again,' the Sheriff's office 'will be glad to standby with you' to recover the property. This concession by the Sheriff demonstrates that Appellant's property rights remain live and that effective relief is still available from this Court.

***F. Deficient Returns and Freeman's Mischaracterization of the Proposed Bond Order***

Magistrate Freeman's original Return to Appeal states that documents are attached — but no documents were attached. Circuit Judge Keesley recognized this deficiency at the August 11, 2025 hearing and ordered Freeman to file a Supplemental Return addressing specifically the witness denial, the bond-posting procedures, and the missing attachments. Freeman filed a Supplemental Return on August 12, 2025, but it too contained no attached documents despite referencing them, leaving the appellate record incomplete and the Circuit Court unable to conduct a meaningful review.

The Supplemental Return contains a further misrepresentation. In its final line under Section I, Freeman references that Appellant made a “motion to pay the rent” filed May 27, 2025, but states that “by then the writ had already been issued.” This framing falsely implies Appellant had belatedly admitted a rent deficiency. In fact, the May 27 document was not a motion to pay rent — it was a Proposed Bond Order, drafted using a standard form available on the [sccourts.org](https://www.sccourts.org) website, by which Appellant formally proposed to the court that he be permitted to pay the disputed \$50 as a bond to be held by the court until the jury trial verdict, rather than paying Respondent directly as Freeman had improperly ordered. Appellant prepared this filing after Court Administration confirmed that paying a bond to the court — not direct payment to the landlord — was the correct statutory procedure. All Freeman had to do was sign it. His characterization of this good-faith procedural compliance attempt as a “motion to pay rent” was intentionally misleading and further underscores the pattern of unfairness in his handling of this matter.

## STANDARD OF REVIEW

Questions of law — including whether an appeal is moot, whether due process was afforded, and whether a tribunal exceeded its jurisdiction — are reviewed de novo.

*Fleming v. Rose*, 350 S.C. 488, 493 (2002). Findings of fact by a lower court are reviewed for any evidence to support them, but constitutional violations and jurisdictional defects are reviewed without deference. *Id.*

Whether a case is moot is a question of law subject to de novo review. *Woodlands Site Dev., LLC v. Uhl*, 422 S.C. 396, 402 (Ct. App. 2018). A case is not moot where collateral consequences survive the challenged action, or where the wrong is capable of repetition yet evading review. *In re Adoption of Doe*, 311 S.C. 1 (1993).

## ARGUMENT

### I. THE CIRCUIT COURT ERRED IN HOLDING THIS APPEAL MOOT WHERE COLLATERAL CONSEQUENCES AND PERSONAL PROPERTY RIGHTS SURVIVE LEASE EXPIRATION

The Circuit Court dismissed this appeal on the ground that 'the termination of the lease on its face renders this appeal moot.' (Order Denying Appeal, p. 2.) This holding was legal error in multiple respects.

First, the mootness doctrine does not apply where collateral consequences flow from the challenged action. Here, the challenged Writ of Ejectment produced severe collateral consequences that survive the lease's May 31, 2025 expiration date:

- (a) Appellant's personal property — including a 36-foot lowboy trailer for which he holds title, a 40-foot camper, tools, appliances, musical instruments, and irreplaceable personal documents — was seized and removed by Respondent during the pendency of this appeal;
- (b) The ejectment record constitutes a permanent adverse court record that may be used against Appellant in future housing and real estate transactions;
- (c) The events giving rise to this appeal — including the unauthorized seizure of Appellant's personal property — are ongoing and continuing through the date of this brief.

Courts consistently hold that an appeal is not moot where the underlying judgment continues to produce real-world consequences for the losing party. *Woodlands Site Dev., LLC v. Uhl*, 422 S.C. at 402. The Circuit Court's mechanical focus on the lease expiration date ignored these concrete, ongoing injuries.

Second, a case is not moot where the wrong is 'capable of repetition yet evading review.' *In re Adoption of Doe*, 311 S.C. 1. The procedural abuses documented here — conditioning jury trial rights on payment of disputed rent, recused judges signing orders, defective service on wrong addresses — are recurring patterns in Saluda County litigation involving these parties, as the three Supreme Court recusal orders in this record demonstrate. If this Court does not reach the merits, these violations will continue to evade review.

Third, the question of whether Appellant was unlawfully evicted from property he was entitled to occupy under a valid prepaid lease is not rendered moot by the passage of time. The issue of whether Respondent lawfully evicted him — and whether she perjured herself in obtaining that eviction — goes directly to Appellant's property rights, reputation, and potential claims for damages and wrongful eviction. These are live controversies.

The Circuit Court's mootness dismissal must be reversed, and this Court should reach the merits of all issues presented below.

## **II. THE MAGISTRATE'S DENIAL OF APPELLANT'S RIGHT TO CALL WITNESSES VIOLATED DUE PROCESS AND REQUIRES REVERSAL**

The right to present witnesses is a fundamental component of due process under both the Fourteenth Amendment to the United States Constitution and Article I of the South Carolina Constitution. At the March 31, 2025 hearing — which Appellant attended to request a jury trial — Appellant explicitly informed Magistrate Freeman that he had a witness present who could confirm the two-year advance rent payment at the June 1, 2023 closing. The Magistrate acknowledged the statement but declined to take testimony from Appellant's witness. (Transcript, March 31, 2025, p. 3: 'I do have a witness that was at the table that day.') Appellant's mother, who had been present at the closing and witnessed both the execution of the lease and the transfer of \$100 in cash, was available to testify. The attorneys who signed the lease as witnesses — Brad Brodie and Madison Chapel — were also identified by Appellant as persons who could confirm the prepayment.

The Circuit Court's August 11, 2025 interim order acknowledged this deficiency, directing the Magistrate to address 'with more specificity in an Amended Return the issue of whether the appellant was denied the right to call witnesses who were present.'

(Decision, Aug. 11, 2025.) The Supplemental Return filed August 12, 2025 did not adequately address this issue. Despite this acknowledged due process gap, the Circuit Court's final Order Denying Appeal made no finding on the witness issue.

This was reversible error. The transcript is unambiguous: Appellant had a witness present who could corroborate his testimony that he paid two years' rent in advance. The Magistrate did not permit that witness to testify. Where a tribunal denies a party the

opportunity to present competent evidence and witnesses on a material disputed fact, the resulting judgment is constitutionally infirm. See *Fleming v. Rose*, 350 S.C. at 493.

The disputed fact — whether Appellant paid rent in advance at the June 1, 2023 closing — was the central issue in the eviction. Respondent's testimony that rent was not paid was directly contradicted by Appellant's testimony and by her own prior statement that 'He paid it in the closing documents.' A witness who was present at the closing could have resolved this dispute definitively. The denial of that opportunity deprived Appellant of a fair hearing and requires reversal.

### **III. THE WRIT OF EJECTMENT WAS VOID BECAUSE IT WAS SIGNED BY A RECUSED MAGISTRATE WITHOUT JURISDICTION**

The Writ of Ejectment issued in this case on April 25, 2025, was signed by Magistrate Joyce Buffington Shults. This was a nullity. On October 9, 2024 — six months before the Writ was issued — Magistrate Shults executed a formal Order of Recusal from all cases involving Appellant Hugh Parks Price (Case No. 2024OR4110100008), stating that she 'cannot be impartial involving this case and because it directly relates to all other cases we have heard.' That Order of Recusal was signed by both Magistrate Shults and Chief Magistrate Freeman.

A judge or magistrate who has recused from a matter lacks jurisdiction to take any action in that matter. An order entered by a tribunal without jurisdiction is void, not merely voidable, and may be attacked at any time. The recusal of Magistrate Shults was not case-specific; it encompassed all matters involving the parties by virtue of their interrelated factual basis — the same farm, the same property, the same people. The present eviction action falls squarely within the scope of that recusal.

Furthermore, the original Notice of Appeal filed by Appellant on May 1, 2025 expressly raised this issue: 'Judge Robin Freeman is recused from this case but has had no Judge Joyce Schulis [sic], also recused, sign a Writ of Ejectment.' (Notice of Appeal, p. 1 of 3.) The Magistrate's Return and Supplemental Return failed to address this fatal jurisdictional defect. The Circuit Court's Order Denying Appeal also failed to address it. Because the Writ of Ejectment was signed by a recused magistrate acting without jurisdiction, it is void ab initio and must be vacated. All proceedings that flowed from that void writ — including the ejectment and the seizure of Appellant's property — are likewise void.

#### **IV. THE MAGISTRATE ERRED IN CONVERTING A JURY TRIAL REQUEST HEARING INTO A BOND PROCEEDING AND CONDITIONING THE CONSTITUTIONAL RIGHT TO A JURY TRIAL UPON UNLAWFUL DIRECT PAYMENT OF DISPUTED RENT**

Appellant appeared at the March 31, 2025 hearing to request a jury trial on the disputed rent question. The hearing was not calendared as a bond proceeding. Magistrate Freeman converted it and imposed conditions that violated the South Carolina Constitution, S.C. Code Ann. § 27-40-790, and a No Contact Order. The South Carolina Constitution guarantees the right to a trial by jury in civil cases. S.C. Const. Art. I, § 14. That right cannot be conditioned upon payment of money — particularly when the amount owed is genuinely disputed and the party seeking the jury trial contends he does not owe the claimed amount.

The transcript of the March 31, 2025 jury trial request hearing reveals the following exchange:

*MAGISTRATE FREEMAN: 'You have a right to a jury trial. There are some stipulations. . . . If there's any past rent, it must be paid in full*

*current. If rent is not paid on the day to do the jury trial, it's over, and it goes straight to the rent budget. Do you understand that?'*

(Transcript, p. 1.) The Magistrate thus told Appellant that he could not have his constitutional jury trial unless he paid the rent that Respondent claimed was owed. When Appellant explained that he had paid the rent in full at closing two years prior, and declined to pay it again, the Magistrate gave him five days to produce a separate receipt — and when he could not locate one within that period, issued the Writ of Ejectment, stripping him of his jury trial right entirely.

This procedure was constitutionally infirm on three independent grounds. First, it improperly converted a disputed factual question (was rent paid?) into a precondition for constitutional process. A litigant cannot be required to confess the merits of the opposing party's claim in order to access the constitutional right to have a jury decide that very question. The procedure was structurally coercive and cannot stand. Second, S.C. Code Ann. § 27-40-790 requires the magistrate to order disputed rent paid as a bond to the court — not directly to the landlord. Freeman did neither; he instead directed payment by Venmo or PayPal to Respondent personally. This violated the statute on its face.

Appellant, recognizing the proper procedure, subsequently filed a Proposed Bond Order on May 27, 2025, using the standard sccourts.org form, offering to pay the disputed \$50 as a court-held bond. Freeman did not sign it. His Supplemental Return mischaracterized this good-faith filing as a “motion to pay rent” filed too late — a misleading characterization that further prejudiced Appellant before the Circuit Court. Third, ordering direct payment to Respondent independently violated a No Contact Order issued against Appellant by a higher court as a condition of his plea agreement, placing

Appellant in an impossible choice between complying with a magistrate's order and violating a superior court's order. No party can be compelled to violate a superior court order as the price of exercising a constitutional right.

#### **V. RESPONDENT'S PERJURED TESTIMONY DENIED APPELLANT A FAIR HEARING**

At the March 31, 2025 jury trial request hearing, Respondent Lisa Molstad testified under oath that Appellant had not paid the annual \$50 rent since 'last May.' (Transcript, p. 2.) This testimony was false. The transcript itself reveals that Respondent simultaneously acknowledged the payment was made at closing: 'Fifty dollars a year. He paid it in the closing documents, and he hasn't paid it since last May 29th.' These statements are contradictory on their face. The two-year lease executed at closing, which Respondent signed, was itself documentary proof that \$100 had been paid in advance for both lease years. If Respondent believed that only one year's rent was covered, the remedy was a proper accounting — not an eviction based on false testimony that no payment had been made at all.

Appellant's testimony was consistent and clear: he signed a two-year lease and paid \$100 in cash at the June 1, 2023 closing — two fifty-dollar bills covering both years. He had a witness present at the hearing who was present at the closing table. The Magistrate did not permit that witness to testify.

False testimony given under oath that is material to the outcome of a proceeding constitutes perjury. S.C. Code Ann. § 16-9-10. The Magistrate's refusal to permit Appellant's witnesses while accepting Respondent's contradictory testimony without scrutiny rendered the hearing fundamentally unfair. See *State v. Aleksey*, 343 S.C. 20 (2000). The eviction judgment that resulted from this unfair hearing cannot stand.

## **VI. RESPONDENT'S SEIZURE OF APPELLANT'S PERSONAL PROPERTY DURING THE PENDENCY OF THIS APPEAL REQUIRES EMERGENCY RELIEF**

This Court should grant emergency relief halting the ongoing destruction of Appellant's property while this appeal proceeds. Rule 225(a), SCACR provides that the timely filing of a notice of appeal preserves the status quo pending appeal. Rule 65, SCRCP authorizes injunctive relief to prevent irreparable injury.

Appellant's Notice of Appeal was filed December 22, 2025. The removal of his personal property began December 20-21, 2025 — before the appeal deadline expired and before Appellant had even filed his appeal. The timing was not coincidental. Respondent's counsel received seven-day delayed notice in violation of Rule 77(d), SCRCP, yet removal began on the same weekend Appellant received notice, before he could take legal action. The irreparable harm is concrete and ongoing: a 36-foot lowboy trailer (titled to Appellant), a 40-foot Country Ridge camper (valued at approximately \$18,000), tools, construction equipment, appliances, furniture, personal documents, family photographs, instruments and heirlooms. Personal property, once dispersed, sold, or discarded, cannot be recovered. *Flateau v. Anderson Cnty.*, 380 S.C. 566, 571 (Ct. App. 2008) ('irreparable harm exists where injury cannot be adequately remedied by monetary damages').

The four-factor test for a stay pending appeal — (1) likelihood of success on the merits; (2) irreparable harm; (3) balance of equities; and (4) public interest — is clearly satisfied here. *Nken v. Holder*, 556 U.S. 418, 434 (2009); *Tunstall v. S.C. Dep't of Motor Vehicles*, 387 S.C. 596 (Ct. App. 2010). Appellant has raised substantial constitutional questions. Respondent faces only temporary inconvenience from a stay. The public interest strongly favors protecting appellate rights and deterring procedural manipulation designed to moot pending appeals. *Compton v. S.C. Dep't of Corr.*, 392 S.C. 361 (2011).

This Court should issue an immediate order directing Respondent, her agents, and all persons acting in concert with her, to cease and desist from further removal of Appellant's property and to maintain the status quo pending resolution of this appeal. Two additional facts reinforce the urgency of this relief. First, the Saluda County Sheriff's Department actively obstructed Appellant's attempts to protect his property, with Lieutenant Wilson leaving a voicemail on May 8, 2025, falsely advising Appellant that his appeal did not stay the eviction and threatening arrest for trespass if he remained on the property — a misstatement of law that chilled Appellant's lawful exercise of his appellate rights. Second, in a December 30, 2025 voicemail, Lieutenant Wilson confirmed that once this appeal is resolved in Appellant's favor — or upon receipt of a court order — the Sheriff's office will assist Appellant in recovering his belongings. This admission from law enforcement confirms that the property removal is ongoing, that effective relief remains available, and that a court order from this tribunal will have direct practical effect on the ground.

### **CONCLUSION**

For the foregoing reasons, Appellant Hugh Parks Price respectfully requests that this Court:

1. REVERSE the Circuit Court's Order Denying Appeal and hold that this appeal is not moot;
2. REVERSE the Writ of Ejectment as void, having been signed by a recused magistrate without jurisdiction;

3. REMAND for a new eviction hearing at which Appellant is afforded the full right to call witnesses and present evidence regarding prepayment of rent, before a magistrate who has not previously recused from matters involving these parties;
4. In the alternative, ENTER JUDGMENT in favor of Appellant on the ground that the eviction was unlawful;
5. GRANT emergency injunctive relief ordering an immediate halt to removal and seizure of Appellant's personal property pending resolution of this appeal; and
6. GRANT such other and further relief as this Court deems just and proper.

Respectfully submitted,



3/6/26

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Date: March 6, 2026

**CERTIFICATE OF SERVICE**

I hereby certify that on this 6<sup>th</sup> day of March, 2026, a true and correct copy of the foregoing Initial Brief of Appellant was served upon counsel for Respondent by [ ] hand delivery [ X ] United States Mail, postage prepaid [  ] email, addressed as follows:

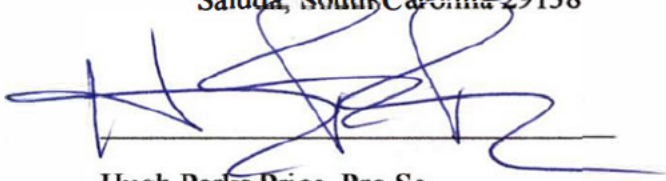
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