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Mar 11 2026

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In the Court of Appeals**

APPEAL FROM GREENVILLE COUNTY
Perry H. Gravely, Chief Administrative Judge – Civil

2025-CP-23-6831

APPEAL FROM WEST GREENVILLE SUMMARY COURT
Jonathan A. Horne, Magistrate Judge

2025CV2310101556

Torques MingoAppellant

v.

Flats At Haywood.Respondent

RESPONDANT’S INITIAL BRIEF

Torques Mingo
75 Mall Connector Rd. Unit 203
Greenville, SC 29607
Pro-se Appellant

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RESPONDENT'S INITIAL BRIEF

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STATEMENT OF ISSUES PRESENTED FOR REVIEW

The only matter properly before this Court is whether the circuit court's dismissal of Appellant's appeal from the magistrate court and whether the Magistrate's Return and Dismissal were proper due to Appellant's failure to post a surety bond.

BACKGROUND

Torques Mingo (hereinafter, “Appellant”) is a tenant at Flats of Haywood, residing at 75 Mall Connector Road, Unit 203, Greenville, SC 29607, pursuant to a lease agreement dated March 14, 2025. The terms of the lease were \$1,280 per month, due the first of each month.

COW Greenville, LLC, d/b/a Flats at Haywood (hereinafter “Respondent”), is an apartment complex located at 75 Mall Connector Road, Greenville, SC 29607, with its office located at 245 West Main Avenue, Gastonia, NC 28052. All filings subsequent to Respondent’s initial Application for Ejectment (Eviction) have shortened Respondent’s name to “Flats At Haywood.”

On September 18, 2025, Respondent commenced an eviction action against Appellant for failure to pay rent when due or demanded. The arrears amount alleged was \$2,857.25 at the time of filing.

After two unsuccessful personal service attempts, a Rule to Vacate or Show Cause was posted at Appellant’s residence and a copy was mailed.

Respondent requested a hearing which was held in the West Greenville Summary Court on October 10, 2025, the Hon. Darrell S. Fisher presiding. Judge Fisher ordered Appellant to vacate or pay the balance in full by October 15, 2025, or a Writ of Ejectment would be issued.

Appellant filed a Notice of Appeal to the Greenville Circuit Court on October 17, 2025, and a Bond Hearing was held on October 27, 2025, before The Hon. Darrell S. Fisher. Judge Fisher ordered Appellant to pay the current rental arrears of \$4,243.50 by 5 pm on November 3, 2025, and November’s rent amount of \$1,125.00 by November 6, 2025, or a Writ of Ejectment would be issued.

Appellant failed to make his bond payment and The Hon. Jonathan A. Horne filed a

Magistrate Return and Dismissal with the circuit court on November 9, 2025.

Chief Administrative Judge – Civil, The Hon. Perry H. Gravely, issued an Order/Form 4 dismissing Defendant’s appeal to the circuit court on November 9, 2025.

Judge Horne, signed a Writ of Ejectment on November 12, 2025.

Appellant appealed Judge Gravely’s Order to the Court of Appeals on November 13, 2025.

Appellant failed to file a Motion to Stay Judge Horne’s Order.

On December 22, 2025, in response to a deficiency letter, Appellant served notice to the Court that he would not be ordering a transcript.

On February 9, 2026, in response to a deficiency letter, Appellant filed “Appellant’s Motion For Permission To File Initial Brief and Designation Of Matter Out Of Time.”

In response to Appellant’s Motion, on February 24, 2026, Respondent filed a Return To Motion. Appellant’s Motion is still outstanding.

ARGUMENT

I. THE MAGISTRATE COURT WAS CORRECT IN SETTING A SURETY BOND.

When a judgment is rendered by a magistrates court the appeal shall amount to a supersedeas “. . . if the party against whom judgment is rendered shall execute a good and sufficient bond with surety to pay the amount of the judgment and costs in the event that he fail to sustain such appeal.” S.C. Code Ann. § 18-7-10.

Respondent’s initial complaint alleged arrears of \$2,857.25. The magistrate court ordered Appellant to pay that amount in full by October 15, 2025, or that a Writ of Ejectment would be issued.

Appellant filed his notice of Appeal to the Circuit Court on October 17, 2025.

Rule 241 (b)(10) SCAR states that Ejectment orders as provided in S.C. Code Ann. § 27-37-130 and S.C. Code Ann. § 27-40-800 are an exception to the General Rule that service of a notice of appeal automatically stay(s) matters decided in the order. S.C. Code Ann. § 27-37-130 states:

An appeal in an ejectment case will not stay ejectment unless at the time of appealing the tenant shall give an appeal bond as in other civil cases for an amount to be fixed by the magistrate and conditioned for the payment of all costs and damages which the landlord may sustain thereby. In the event the tenant shall fail to file the bond herein required within five days after service of the notice of appeal such appeal shall be dismissed by the trial magistrate. S.C. Code Ann. § 27-37-130.

The magistrate court provided Appellant with a “Writ of Ejectment Appeals” information sheet, which indicated that a bond hearing would be held and that “If bond set amount is not paid by date set, the Appeal will be dismissed by the Magistrate.”

The bond hearing was held on October 27, 2025, before Judge Fisher. Judge Fisher set bond at \$4,243.50 and additionally ordered that November’s rent of \$1,125 be tendered to Respondent no later than November 6, 2025. Appellant failed to perform either.

After receiving the dismissal of Appellant’s appeal to the circuit court, Judge Horne signed the Writ of Ejectment on November 12, 2025.

Under S.C. Code Ann. § 18-7-10, execution of a good and sufficient bond to pay the amount of the judgment is a condition precedent to an appeal acting as supersedeas. S.C. Code Ann. § 27-37-120 mandates the dismissal of a tenant’s appeal in an ejectment case when bond is not posted within five days after the service of the notice of appeal, such appeal shall be dismissed by the trial magistrate. These provisions are not discretionary and exist to protect the landlord from the continuing accrual of damages and costs. In the event that bond is not posted, dismissal of the tenant’s appeal to the circuit court is statutorily mandated.

Additionally, Appellant has failed to address Judge Gravely’s dismissal of his appeal to the

Greenville Circuit Court in his appeal to the Court of Appeals. “An issue raised on appeal but not argued in the brief is deemed abandoned and will not be considered by the appellate court.” *Fields v. Melrose P'ship*, 312 S.C. 102, 106, 439 S.E.2d 283, 285, (1993). *Internal citations omitted*.

II. APPELLANT’S ISSUES PRESENTED FOR REVIEW ARE NOT PROPERLY BEFORE THIS COURT

This claim comes before the Court in an unusual posture because Appellant’s “Statement Of Issues Presented For Review” do not correspond with the Order from which he has taken appeal; to wit, Judge Gravely’s dismissal of his appeal to the circuit court due to his failure to post bond. Rather, Appellant is alleging error on the magistrate court for failing to allow him to present evidence and for weighing the evidence presented in a manner unfavorable to him.

Because posting an appeal bond is a condition precedent to bringing an appeal in an eviction case, these questions are not properly before the Court.

"It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review."); *First Union Nat'l Bank of S.C. v. Soden*, 333 S.C. 554, 566, 511 S.E.2d 372, 378 (Ct. App. 1998) ("It is a fundamental rule of law that an appellate court will affirm a ruling by a lower court if the offended party does not challenge that ruling.")

Lee v. Thermal Eng'g Corp., 352 S.C. 81, 86, 572 S.E.2d 298, 300, (2002).

CONCLUSION

Appellant failed to post his Bond to Stay Execution On Appeal. He has presented no argument as to why he should be exempt from the statutory requirement that he post bond, and thus his appeal was properly dismissed by Judge Gravely and the Writ of Ejectment properly issued

by Judge Horne.

Appellant's Initial Brief presents no arguments properly before the Court, and must, therefore, be dismissed.

Based upon the forgoing, Judge Horne's Writ of Ejectment should be reinstated pursuant to Rule 220 (c) SCRPC.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "D. Andrew Turman". The signature is fluid and cursive, with a prominent initial "D" and a long, sweeping underline.

D. Andrew Turman
S.C. Bar #68181

Mar 11 2026**SC Court of Appeals****CERTIFICATE OF SERVICE**

I hereby certify that I have this 11th day of March 2026, served a copy of the foregoing Respondent's Initial Brief in the foregoing action by directing to the following individual(s) by electronically filing via the Court's electronic filing system and/or Electronic Mail and/or United States Mail, postage paid, in a properly addressed envelope addressed as follows:

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