PETITION FOR A WRIT OF CERTIORARI TO THE COURT OF APPEALS

THE STATE OF SOUTH CAROLINA
In The Supreme Court

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May 07 2026
S.C. SUPREME COURT

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Michael G. Nettles, Circuit Court Judge

Appellate Case No. 2023-000488

May 7, 2026

Robert Belle
25 E Darby Rd
Taylors, SC 29687

William Leach
225 Josh Ct
Greer SC 29651

PETITION FOR A WRIT OF CERTIORARI

Robert Belle v. William Leach Appellate Case No. 2023-000488

We would like to file a motion for Petition for a Writ of Certiorari per the Courts decision dated December 10, 2025 per above referenced case number.

Our petition for a writ of certiorari as the facts of matter with comprehensive explanations (as a pro se appellant), was presented in my final brief in my own words as I was instructed to do by the court office. All relevant issues were expressed completely.

It is my assertion that such a detailed and specific outline per our final brief, clearly shows that the respondent William Leach filed his initial magistrate claim upon frivolous accusations with no merit, and is simply the act of avoiding his financial responsibility when a timely monetary draw was due.
Appellant Robert Belle provided all motions, briefs, misc. paperwork & court fee submittals as timely completed and in accordance with court rules.

The original signed written agreement / proposal between Robert Belle and William Leach {which had been highlighted with relevant key points of the terms regarding respondents monetary responsibilities) for the magistrate judge to review at our court hearing.

Specific notes were also made regarding completed and/or additional work underway, per the many, many owner requested change orders with their respective costs. The outline show monies paid to date at that time and did not include original fence work and other work beyond the scope of change orders shown since owner/respondent shifted expenses to accommodate those extras.

Respondent's refusal to pay his monetary draw which became due in order to proceed forward forced our need to the "stop work order" which we presented to respondent. I informed respondent that once payment has been made we would be happy to resume final progress punch list workflow.

Instead respondent filed the frivolous unmerited claim with the magistrate court.
Respondents actions were directly designed to avoid his financial responsibilities for initial work already completed, change orders completed and other services rendered.

No complaints were received from respondent about our workmanship in fact the added work from change order requests reflects respondents satisfaction with the herein mentioned extra scope of work.

Hence the many change orders that respondent requested repeatedly once initial workflow developed. Clearly obvious as most of the project was completed and nearing its conclusion, it was only then that the monetary draw from respondent that was required to proceed was not made.

I initiated daily regular meetings held each morning clarifying a plan for the day and discussing specific details including the fence potential design ideas which had not been finalized as a matter of fact, (when respondent withheld payment) since respondent was still contemplating staining or painting himself prior to install, so efforts were focused on completing the change order scope and other initial work. Services were rendered by us yet compensation was not received as agreed.

Appellant did the work as shown highlighted per our agreement, performed our duties and obligations and provided professional technical support throughout at a premium grade.

Originally, upon my presentation to the magistrate I was able to observe the fact that the judge did not completely review, read or even acknowledge the documents and hastily rendered a decision as noted.
The concerns about this seem to be "err" of law at least since the outcome would certainly be different had my written signed agreement been acknowledged, read and comprehended.
If the written signed proposal / agreement completed line items were totaled that sum shown equals the amount of monies received and monies due from respondent to date at that time.

To proceed forward respondents responsibility to render an appropriate payment draw was imperative as was the duly received previous other payments.

I urge with all due respect that our legally binding signed written agreement which was drafted as a comprehensive specific scope of work and terms be reviewed and acknowledged. A list was also included that specifically disputes all of respondents frivolous claims and comments.

Our briefs & counterclaim is specifically outlined and expressed to reflect my stance on this matter.

I ask that all previously submitted documents, attachments, transcripts or other written info on file to be included for the Court to review and consider.

CONCLUSION

For the reasons stated, petitioner asks the Court to grant the petition for a writ of certiorari.

Respectfully submitted,

Robert Belle