



The South Carolina Court of Appeals

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June 24, 2026

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Re: Daniel E. Schall v. Lori M. Sealy
Appellate Case No. 2023-001861

Dear Counsel:

Enclosed is the decision of the Court. The remittitur will be sent as provided by Rule 221(b) of the South Carolina Appellate Court Rules.

Very truly yours,

A handwritten signature in blue ink that reads "Jasmine D. Smith, Deputy". The signature is fluid and cursive.

CLERK

cc: The Honorable Shannon Metz Phillips

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

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

Daniel E. Schall, Appellant,

v.

Lori M. Sealy, as Personal Representative for the Estate
of Claude L. Mullwee a/k/a Claude Lee Mulwee, and the
Estate of Deloris Robinson Mulwee, Respondent.

Appellate Case No. 2023-001861

Appeal From Spartanburg County
Shannon Metz Phillips, Master-In-Equity

Unpublished Opinion No. 2026-UP-310
Submitted June 1, 2026 – Filed June 24, 2026

AFFIRMED

A. Todd Darwin, of Holcombe Bomar, PA, of
Spartanburg; and Sarah P. Spruill, of Haynsworth Sinkler
Boyd, PA, of Greenville, both for Appellant.

Ryan Frederick McCarty, of Killoren, Kissinger, Dantin,
Denton & Dunham, P.C., of Spartanburg, for
Respondent.

PER CURIAM: Daniel E. Schall (Buyer) appeals the master-in-equity's order finding a real estate contract between himself and Lori M. Sealy, as personal representative for the estates of Claude L. Mullwee a/k/a Claude Lee Mulwee and Deloris Robinson Mulwee (Seller), had been validly terminated and denying his requests for specific performance and damages. On appeal, Buyer argues the master erred by (1) finding Seller properly terminated the contract and failing to award specific performance to Buyer and (2) failing to award special damages and attorney's fees and costs to Buyer. We affirm pursuant to Rule 220(b), SCACR.

We hold the master did not err in finding Seller validly terminated the parties' contract pursuant to the casualty clause. *See Electro-Lab of Aiken, Inc. v. Sharp Constr. Co. of Sumter*, 357 S.C. 363, 367, 593 S.E.2d 170, 172 (Ct. App. 2004) ("An action for breach of contract is an action at law."); *Bluffton Towne Ctr., LLC v. Gilleland-Prince*, 412 S.C. 554, 562, 772 S.E.2d 882, 887 (Ct. App. 2015) ("When reviewing a master-in-equity's judgment made in an action at law, 'the appellate court will not disturb the master's findings of fact unless the findings are found to be without evidence reasonably supporting them.'" (quoting *Silver v. Aabstract Pools & Spas, Inc.*, 376 S.C. 585, 590, 658 S.E.2d 539, 542 (Ct. App. 2008))); *id.* ("Nevertheless, the 'reviewing court is free to decide questions of law with no particular deference to the [master].'" (quoting *Silver*, 376 S.C. at 590, 658 S.E.2d at 542)). The contract permitted termination if "the Property [was] damaged wholly or partially by fire or other casualty prior to Closing" and although the term "casualty" is not defined in the contract, neither party argued it was ambiguous. *See Bardsley v. Gov't Emps. Ins. Co.*, 405 S.C. 68, 76, 747 S.E.2d 436, 440 (2013) ("[A] provision . . . is not ambiguous merely because its terms are undefined It is a well-settled principle of contract interpretation that absent a contractual definition to the contrary, contract language is given its ordinary and plain meaning."); *Casualty*, Black's Law Dictionary (12th ed. 2024) (defining "casualty" as "[a] chance occurrence having unfortunate consequences" or "[a] person or thing that has been harmed, lost, or destroyed"). The record supports the master's finding that Buyer represented the property had sustained significant and unexpected damage after the parties entered the contract. In his April 23, 2018 email, Buyer asserted vegetation had been removed from the Property, additional damage had occurred to a building, and trash had been scattered throughout the structures, and he communicated he would not close until the issues were addressed. Buyer later described the vegetation as "heirloom plants," asserting their removal affected the beauty and value of the Property and sought concessions relating to the alleged losses. Under these circumstances, we hold the master did not err in concluding that the alleged conditions constituted casualties within the plain and ordinary meaning of the term.

We also hold the master's finding that Seller timely terminated the contract is supported by the record. *See Bluffton Towne Ctr., LLC*, 412 S.C. at 562, 772 S.E.2d at 887 ("When reviewing a master-in-equity's judgment made in an action at law, 'the appellate court will not disturb the master's findings of fact unless the findings are found to be without evidence reasonably supporting them.'" (quoting *Silver*, 376 S.C. at 590, 658 S.E.2d at 542)). Buyer's email dated April 23, 2018, constituted notice of the alleged damage, and Seller delivered written notice of termination on April 28, 2018, within the contractual five-business-day period.

Because we hold that Seller timely and properly terminated the contract pursuant to the casualty clause, we need not address Buyer's arguments regarding entitlement to specific performance, damages, and attorney's fees and costs. *See Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (ruling an appellate court need not address remaining issues when its resolution of a prior issue is dispositive).

AFFIRMED.¹

THOMAS, MCDONALD, and TURNER, JJ., concur.

¹ We decide this case without oral argument pursuant to Rule 215, SCACR.