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Jul 31 2026

SC Court of Appeals

FORM 1
NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM Kershaw COUNTY
Court of Common Pleas

Christopher Taylor, Circuit Court Judge

Case No. 2025 - CP - 28 - 01407

George Moses III

Appellant/Respondent,

v.

Fort Clark Baptist
Church

Appellant/Respondent.

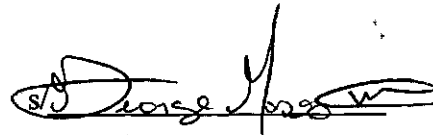
NOTICE OF APPEAL

George Moses III (Name) appeals the order of the Honorable Christopher Taylor (Judge) dated

July 10, 2026. (Date) Appellant received written notice of entry of this order on

July 19, 2026. (Date)

Date: July 31, 2026



Name: George Moses III

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Appellant

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Respondent/Attorney for Respondent

This appeal presents a straightforward question: when a Circuit Court affirms a judgment despite multiple disputed issues of contract formation, breach, authority, and damages, may it do so without explaining the factual and legal basis for its decision? Appellant respectfully submits that it may not.

Appellant presented evidence and argument concerning the disputed elements of his breach of contract claim. The Circuit Court nevertheless affirmed the Magistrate Court's judgment by stating only that it found "no error of law or fact," without identifying the factual findings or legal conclusions supporting that determination. Because the order does not disclose the basis for its decision, meaningful appellate review is frustrated.

I. Issue Presented

Whether the Circuit Court erred by affirming the Magistrate Court with the conclusory statement that it found "no error of law or fact" without explaining how it resolved the disputed elements of Appellant's breach of contract claim.

II. Argument

The Circuit Court's Order Does Not Permit Meaningful Appellate Review.

Rule 52(a), SCRCP, requires the trial court to find the facts specially and state separately its conclusions of law. The purpose of that requirement is to disclose the factual and legal basis for the court's decision so that meaningful appellate review may occur.

The order states only that there was "no error of law or fact."

It does not explain the factual findings or legal conclusions supporting that determination.

III. Existence of a Valid Contract

A breach of contract claim begins with determining whether a valid contract existed.

Appellant presented testimony concerning the origin of the contract upon which he relied.

Appellant testified that his employment relationship began in 2010, that the contract originated through the church's Head Trustee, and that Pastor Johnson later requested a copy of that contract, supplied his email address, and received it by email.

Appellant also challenged the defense's purported 2022 contract.

Appellant testified that the defense relied upon a purported contract that first appeared after litigation commenced, argued that it differed materially from the agreement under which he had been serving by replacing the ninety-day termination provision with a thirty-day provision, and

further argued that the document did not identify him by name and lacked testimony establishing its origin or applicability.

The Circuit Court nevertheless concluded there was “no error of law or fact.”

The order does not explain:

- which contract governed;
- why;
- whether Appellant’s testimony was rejected;
- whether Pastor Johnson’s testimony was credited; or
- how the competing contract evidence was evaluated.

Instead, the order states only the conclusion.

IV. Plaintiff’s Performance

Appellant presented evidence that he performed under the employment agreement until his termination.

If the Circuit Court concluded otherwise, the order does not explain that determination or identify any factual findings supporting it.

V. Defendant’s Breach

Appellant argued that the church breached the governing contract by failing to comply with its termination provisions.

Appellant further argued that even if the defense’s purported contract governed, the church still failed to comply with that agreement’s termination procedures.

Appellant additionally challenged whether the individual who terminated his employment possessed authority to do so under the church’s governing structure.

The Circuit Court’s order does not explain whether those arguments were rejected, accepted, or deemed legally irrelevant.

If the thirty-day payment following termination was the basis for affirmance, the order likewise does not explain why that fact resolved Appellant’s separate contractual arguments.

VI. Resulting Damages

Appellant sought damages arising from the alleged breach.

The Circuit Court affirmed without explaining whether it concluded there was no valid contract, no breach, no damages, or some other basis for affirmance.

Without findings identifying the legal and factual basis for the decision, meaningful appellate review is frustrated.

VII. Conclusion

For the foregoing reasons, Appellant respectfully requests that this Court vacate the Circuit Court's order and remand this matter with instructions that the Circuit Court enter an order sufficiently identifying the findings of fact, conclusions of law, and reasoning supporting its disposition of the disputed elements of Appellant's breach of contract claim, together with such other and further relief as this Court deems just and proper.

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FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

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APPEAL FROM Hershaw COUNTY
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Christopher Taylor, Circuit Court Judge

Case No. 2025-CP-28-D1407

George Moses III

Appellant/Respondent,

v.

Fort Clark Baptist
Church

Appellant/Respondent.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Erin Sheheen by depositing
(Name)
a copy of it in the United States Mail, postage prepaid, on July 31, 2026, addressed to,
(Date)
Erin Sheheen, Bettis Law Group, LLP, 3700 Forest
Drive #500, Columbia SC, 29204.

Date: July 31, 2026

[Signature]
Address: 1721 Thomas
Combs Drive, Apt 1202
Charlotte, NC, 28262

Proof of Service:
Clerk of Court
Hershaw County Courthouse
P.O. Box 1557
Camden, SC, 29201-1557