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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM SUMTER COUNTY
COURT OF COMMON PLEAS

S. Bryan Doby, Circuit Court Judge

Appellate Case No. 2026-000197

Grand Bay, L.L.C., Respondent,

vs.

Burgess Brogdon Building Supply and
Subsidiary and Burgess-Brogdon, L.L.C., Appellants.

INITIAL REPLY BRIEF OF APPELLANT

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STATEMENT OF ISSUES ON APPEAL

I. Did the Circuit Court Judge err in ruling that the Appellants did not present to the Court any exception that allowed the Circuit Court to set aside or reverse the lower court's ruling?

II. Did the Circuit Court Judge err in construing Appellants' actual appeal to the Circuit Court as a Motion for Appeal and, as a result, considered and denied the appellate pleadings as a Motion?

III. Did the Circuit Court Judge err in denying Appellants' right to appeal the controversy from the Magistrate Court to the Circuit Court?

STATEMENT OF THE CASE

This case commenced with a letter dated June 29, 2023, from Willie H. Brunson, Esquire, attorney for the Respondent, addressed to the Appellants terminating a lease agreement between the parties for nonpayment of rent and giving the Appellants thirty (30) days to vacate the premises. Appellants operate a retail lumber and building-supply business on the property. Attached to the letter was a copy of a Commercial Lease Agreement dated May 24, 2022, between Grand Bay LLC "on behalf of Bruno Raschio, Landlord, of the first part, and Burgess Brogdon Building Supply & Subsidiary, Tenant, of the second part, and Burgess Brogdon, LLC, Tenant and Robert A. Burgess, III, Guarantor, and Eugene K. Weston, Jr., Guarantor, of the third part " (hereinafter referred to as "Lease Agreement"). Under Definitions, the Lease Agreement provided as follows:

a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease.

e. "Premises" means the industrial premises at 220 Dingle St., Sumter, SC 29150, USA and comprises a Leasable Area of 26,608.00 square feet.

f. "Rent" means the total of Base Rent and Additional Rent.

Lease Agreement, Definitions, P. 2, pa. I.

Term

6. The term of the Lease commences at 12:00 noon on July 5, 2022 and ends at 12:00 noon on July 5, 2027 (the "Term").

7. Notwithstanding that the Term commences on July 5, 2022, the Tenant is entitled to possession of the Premises at 12:00 noon on May 20, 2022.

Lease Agreement, Term, P. 3, pa. 6-7.

Rent

9. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$4,933.48 plus the prorated portion of the property taxes, payable per month, for the Premises (the "Base Rent), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.

10. The Tenant will pay the Base Rent on or before the first of each and every month of the Term to the Landlord at 3401 NW 82nd Ave, Doral, FL 33122, USA, or at such other place as the Landlord may later designate.

Lease Agreement, Rent, P. 3, pa. 9-10.

(Commercial Lease Agreement dated May 24, 2022, between Grand Bay LLC, "on behalf of Bruno Raschio, Landlord, of the first part, and Burgess Brogdon Building Supply & Subsidiary, Tenant, of the second part, and Burgess Brogdon, LLC, Tenant, and Robert A. Burgess, III, Guarantor, and Eugene K. Weston, Jr., Guarantor, of the third part; Appellants' Exhibit #1)

When the Appellants did not vacate the premises by July 31, 2023, a Summary Court Rule to Vacate or Show Cause (Eviction) was filed on August 8, 2023, and served upon the Appellants on August 10, 2023. In the Application for Ejectment sworn to on August 2, 2023, by Willie H. Brunson, Esquire, Counsel for the Respondent, Mr. Brunson affirmed that a landlord-tenant relationship exists between Grand Bay, LLC, and Burgess Brogdon Building Supply and Subsidiary and Burgess-Brogdon LLC., that rent was past due in the amount of \$4,933.38, and that the terms of the lease have been violated by Appellants failing to pay taxes.

Appellants filed and served a Return to the Rule to Vacate or Show Cause (Eviction) on August 18, 2023, asserted a Counterclaim that the Magistrate's Court was without jurisdiction because Appellants' equity in title to the subject property was at issue and requested a jury trial.

Attached to Appellants' Return as Defendants' Exhibit #1 was a Real Estate Purchase Option Agreement dated May 24, 2022, between Bruno Raschio, Seller/Landlord, of the first part, and Burgess Brogdon Building Supply & Subsidiary, and Burgess-Brogdon, LLC, (collectively and individually the "Buyer/Tenant") of the second part (hereinafter referred to as "Option Agreement"). The Option Agreement provided as follows:

WHEREAS Seller/Landlord is the fee owner of certain real property being, lying and located at **220 Dingle St, Sumter, SC 29150** (the "Property"), NOW, THEREFORE, for and in consideration of the covenants and obligations contained on the LEASE AGREEMENT ("the Lease Agreement") signed between the parties and dated this same date of 05/24/2022 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller/Landlord hereby grants to Buyer/Tenant an exclusive option and the privilege of purchasing property at any time during the term of the Lease Agreement or any extension thereof. The Buyer/Tenant shall notify the Seller/Landlord in writing of the exercise of this option at least ten (10) days prior to the expiration of the initial term of this Lease or the expiration of any extension thereof, by mail to the last-provided address of Seller/Landlord.

Option Agreement, P. 1.

(Real Estate Purchase Option Agreement dated May 24, 2022, between Bruno Raschio, Seller/Landlord, of the first part, and Burgess Brogdon Building Supply & Subsidiary and Burgess-Brogdon, LLC, (collectively and individually the "Buyer/Tenant") of the second part; Appellants' Exhibit #2)

Issues pertaining to bond were tried before Summary Court Judge Kimberly W. Land on September 18, 2023, at the conclusion of which she issued the following written Judgment dated September 18, 2023:

Bond is set at \$9,866.96 to be paid to the Court by Oct 5, 2023. Payment will be late on Oct 11, 2023 and the writ will be issued on that date.

The Appellants made the October 2023 bond payment of \$9,866.96, to the Court as required. Thereafter, the Appellants made monthly payments to the Respondent in the amount of \$9,866.96 until June of 2025.

On July 23, 2025, the Appellants were served with another Writ of Ejectment alleging failure to pay rent. Appellants filed and served a Return to the Rule to Vacate or Show Cause (Eviction) on August 1, 2025, in which they asserted a Counterclaim that the Magistrate's Court was without jurisdiction because Appellants' equity in title to the subject property was at issue and requested a jury trial.

On August 11, 2025, Appellants and their counsel were served with a Magistrate Summons to appear for a bench trial (Motion Hearing) in this case.

At the Motion Hearing before Summary Court Judge B. Keith Griffin, Appellants' Attorney presented arguments on the issues raised in Appellants' Return and Counterclaim and restated Appellants' Motion that the Application for Ejectment be dismissed for lack of jurisdiction. At no time did Counsel waive or withdraw Appellants' request for trial by jury.

Judge Griffin filed his Order on August 22, 2025, in which he denied Appellants' Motion that the Court lacks jurisdiction, issued a new Writ of Ejectment, and gave the Appellants twenty-four hours after service of the writ of ejectment to voluntarily vacate the premises located at 220 Dingle Street. The Order also provided that in the event of an appeal to the Circuit Court, a new appeal bond hearing shall be held.

Appellants filed and served a Motion for a New Trial on September 2, 2025, reciting facts in the record which supported Appellants' contention that the case at bar is not an arm's length real estate rental action. The subject property had been conveyed by Robert A. Burgess, III, to Bruno Raschio for \$493,348.00 on July 11, 2022.

At the same time the Motion for a New Trial was filed on September 2, 2025, the Appellants filed and served a Notice of Motion and Motion to Stay Ejectment. The Motion sought a stay of the Writ of Ejectment which Ordered that the Appellants would have twenty-four hours after service of the Writ of Ejectment to voluntarily vacate the premises located at 220 Dingle Street.

On September 3, 2025, Judge B. Keith Griffin issued his Order in which he denied Appellants' Motion for a New Trial and directed that the writ of ejectment may proceed as previously Ordered. The Order did not address Appellants' separate Motion to Stay Ejectment, and the Motion to Stay was not mentioned in Judge Griffin's Order dated September 3, 2025.

On September 4, 2025, Counsel for the Appellants sent the following email to Judge Griffin acknowledging receipt of the Court's Order denying Appellant's Motion for a New Trial and requesting that the Court rule on his Motion to Stay Ejectment in the case.

From: moorelawfirm@ftc-i.net <moorelawfirm@ftc-i.net>
Sent: Thursday, September 4, 2025 4:32:49 PM
To: Bryan K. Griffin <bgriffin@sumtercountysc.gov>; 'Willie H. Brunson' <wbrunson@thebrunsonlawfirm.com>; Gary Beaver <gbeaver@sumtercountysc.gov>
Subject: RE: ORDER 2023CV4310103666

/ CAUTION: External Email

This message came from outside of Sumter County Government. Do not click links or open attachments unless you are certain of the sender's identity and trust the content.

Good Afternoon Judge Griffin,

This will acknowledge receipt of your email sent at 12:18 P.M. today transmitting your Order denying my Motion for a New Trial in the case of Grand Bay, L.L.C., v. Burgess Brogdon Supply And Subsidiary, et al. Case No. 2023-CV-43-10103666. The purpose of this email is to respectfully request that the Court rule on my Motion to Stay Ejectment filed contemporaneously with my Motion for a New Trial on September 2, 2025. Hopefully, a ruling will provide clarification of the following issue.

The most recent Order stated as follows: "The writ of ejectment may proceed as previously ordered."

Your previous Order dated August 22, 2025, Ordered that a new Writ of Ejectment be issued and that the Defendants would have twenty-four hours after service of the Writ of Ejectment to voluntarily vacate the premises located at 220 Dingle Street.

The Bond posted with the Court in 2023 insured the status quo pending a jury trial. I received a Notice dated August 12, 2025, that this case is on the Jury Trial Roster for the week of September 29 – October 3, 2025. Does not the bond posted with the Court and the double amount of the rent paid per month for approximately two years insure that the Defendants will remain in possession of the property pending the outcome of the jury trial? Thank you for your consideration and cooperation in this matter.

Dwight C. Moore
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Judge Griffin emailed the following response on September 5, 2025:

From: Bryan K. Griffin <bgriffin@sumtercountysc.gov>
Sent: Friday, September 05, 2025 9:17 AM
To: moorelawfirm@ftc-i.net; 'Willie H. Brunson' <wbrunson@thebrunsonlawfirm.com>; Gary Beaver <gbeaver@sumtercountysc.gov>
Subject: Re: ORDER 2023CV4310103666

Gentlemen: It is this court's position that any further matters relating to this case must be addressed via appeal to the Circuit Court. To clarify, my latest order denies any and all motions by the defendant. Regarding your inquiry regarding the amount of bond payments, any challenge to the bond amount set by Judge Land should have been made via motion to reconsider within 10 days of her order setting the bond. Because that time period has long passed, her bond order is the law of the case.

Respectfully,
B. Keith Griffin

Chain of two Emails between Judge B. Keith Griffin and Dwight C. Moore with copy of each to Willie H. Brunson and Gary Beaver, Appellants' Exhibit #2

Judge Griffin's email was sent at 9:17 A.M. on Friday, September 5, 2025. By mid afternoon on Friday, September 5, 2025, Eugene K. Weston, Jr., a party to the Lease Agreement, received notice that the alarm system on the business, Burgess Brogdon Building Supply, had been triggered. When business personnel inspected the premises, they found that the stock, building supplies, merchandise, equipment and other personal property belonging to the

Appellants had been removed from the inside of the building(s) to the outside in the parking area and the locks on the building(s) had been re-keyed and/or changed. The items ejected from the building(s) had been left in the open parking lot adjacent to Dingle Street which runs between the property and a residential area. The Appellant's personal property was visible from Dingle Street and could be seen from the houses on the western side of Dingle Street. Much of the merchandise had been taken from the parking area. At 6:45 P.M. vehicles were seen inside the parking area and at least one truck was parked outside the fence on the edge of the Street which abuts the property on the south with merchandise on the back. A person was observed carrying a large square item in his hands from the edge of the parking lot across the street toward a house.

Affidavit of Eugene Weston, Jr., Appellant's Exhibit #3.

2 Photograph of Burgess Brogdon Building Supply. Appellant's Exhibits #4 and #5.

On September 8, 2025, Appellants filed Notice of Appeal to the Third Circuit Court of Common Pleas.

Appellants also filed a Motion For Emergency Injunctive Relief on September 8, 2025, requesting the Circuit Court to grant the following specific relief:

1. Declare that the Magistrate Court lacks jurisdiction to adjudicate this case and order the case dismissed; or in the alternative;
2. Order a trial by jury on the issues raised in the Appellants' Return to the Rule to Vacate or Show Cause, Answer and Counterclaim;
3. Set aside the Order of Ejectment;
4. Require a full and complete accounting of all funds paid by the Appellants and disbursement as warranted;
5. Order the full and fair payment of damages incurred by the Appellants arising from the wrongful, wanton and reckless ejection from the commercial property;
6. Order the return of possession of the property to the Appellants; and

7. Order the bond paid into Magistrate Court be converted to the appeal bond and transferred to the appropriate Court pending a disposition of this matter on appeal.

On September 17, 2025, Circuit Court Judge S. Bryan Doby filed his Order in which he declined to make any rulings regarding actions taken before Judge Griffin's Order granting the appeal bond. The Order set forth his finding that there was sufficient evidence in the record to support a stay of the ejectment of the Appellants until the matter has been heard. The Court Ordered that "the Summary Court Order for Eviction is stayed, and no further actions may be taken pending disposition of this matter by jury trial or otherwise according to South Carolina Statutory Law and South Carolina Rules of Court."

On November 20, 2025, Magistrate Court Judge B. Keith Griffin filed an Order Dismissing Appeal on the ground that the "cashier's check for the payment due November 5, 2025, was presented to the court either on the tenth or twelfth of this month."

On November 21, 2025, Appellants filed a Motion To Dismiss Magistrate's Order Dismissing Appeal on the grounds that the filing and acceptance of the appeal in the Circuit Court divested the Magistrate Court of jurisdiction. The prayer in the Appellants' Motion is that the Circuit Court dismiss the Magistrate Court Order Dismissing the Appeal and order a complete and immediate retraction of all actions by any and all parties arising from the issuance of the Magistrate Court's Order Dismissing Appeal.

On November 21, 2025, the Appellants also filed a Motion For Order Disqualifying Magistrate Court Judge B. Keith Griffin on the ground that Judge Griffin has exemplified a personal bias and prejudice against the Appellants and/or their attorney and in favor of the Respondents and/or their attorney such that his impartiality in adjudicating the case is at issue.

Appellants' September 8, 2025, Notice of Appeal to the Third Circuit Court of Common Pleas appealed the following Orders of Judge B. Keith Griffin of the Magistrate Court for Sumter County:

- Order filed August 22, 2025, and served upon Counsel for the Appellants on August 25, 2025;
- Order denying Motion for New Trial served upon Counsel for the Appellants on September 4, 2025; and
- Order served upon Appellants' Counsel on September 5, 2025, denying request to rule on Appellants' Motion to Stay Ejectment

The following issues were raised on appeal to the Circuit Court:

- I. Did the Judge err in dismissing Appellants' Counterclaim that the Magistrate Court was without jurisdiction when Appellants' equity in title to the subject property was at issue?
- II. Did the Judge err in refusing to rule on Appellants' Motion to Stay Ejectment?
- III. Did the Judge err in summarily ejecting the Appellants without due process?
- IV. Did the Judge err in denying Appellants' request for a trial by jury?

However, subsequent to the date of September 8, 2025, when the appeal was filed in the Circuit Court, several events occurred which prompted the Appellants to file Motions seeking relief. Orders were issued in response to some of the Motions, and these Orders deferred finality to a future event in the litigation process. There were other Motions still pending with no resolution at the time the case came before the Circuit Court Judge on appeal.

The matter was heard by Circuit Court Judge S. Bryan Doby on January 13, 2026. On January 20, 2026, Judge Doby filed a Form 4 Judgment in a Civil Case in which he stated the following:

On January 13, 2026, an in-person hearing was held on Plaintiff's Motion for Appeal from a magistrate court hearing and ruling. Judge Doby heard arguments from both parties and took the matter under advisement.

After careful review of the motion and arguments presented, the Plaintiff did not present to this court any exception that allows this circuit court to set aside or reverse the lower court ruling. Plaintiff offered no errors of law, and this court finds that no ground or grounds on which to reverse the factual findings or legal conclusions of the magistrate. Therefore, the Plaintiff's Motion For Appeal is DENIED and the lower court ruling is affirmed.

STANDARD OF REVIEW

"Whereas the circuit court maintains a broad scope of review in deciding an appeal of a magistrate's order, this court, when reviewing the circuit court's adjudication of an appeal of an ejectment proceeding in magistrate court, does so under a more limited standard, under which (1) findings of fact are to be upheld if there is any supporting evidence and (2) absent an error of law, the circuit court's holding is to be affirmed. *McNair v. United Energy Distributors*, 390 S.C. 44, 49, 699 S.E.2d 723, 726.(Ct. App. 2010) (Internal cite omitted).

ARGUMENTS

I. Did the Circuit Court Judge err in ruling that the Appellants did not present to the Court any exception that allowed the Circuit Court to set aside or reverse the lower court's ruling

Respondent appears to make the following three arguments to support its contention that the Appellants did not present to the Court any exception that allowed the Circuit Court to set aside or reverse the lower court's ruling. Appellants' reply follows each of the stated arguments.

First: Based on the transcript of record from the hearing on January 13, 2025, the Appellants did not offer any alleged errors of law that the Magistrate Court made.

Reply: The following colloquy in the transcript of record reflects that the Appellants argued that the Magistrate committed an error of law in denying the Appellants a jury trial as requested.

THE COURT: How is the 2023 case relevant to this action, Mr. Moore?

MR. MOORE: That's the Motion to Question regarding the actual bond. If the Court was referred to as my memorandum, there was a bond set initially that was for the amount of \$9,800, approximately.

THE COURT: Yes, sir.

MR. MOORE: My client paid that, but continued to pay that for another year and a half. So that portion of this matter which emanated from 2023.

THE COURT: How did – what happened to that case, procedurally?

MR. MOORE: Procedurally it was – we asked for a jury trial to dispose of the issue of equitable interest. We were never before a jury trial. We had a motion hearing that was had and an order given from that hearing, dismissing everything, basically. So there was nothing ever done on our issue of request for a jury trial and any counterclaims that we had filed pursuant to that action.

THE COURT: Okay.

MR. MOORE: So there was never a disposition formally of our argument, especially our request for a jury trial that never happened.

(Tr. P. 5, ln. 6 – P. 6, ln. 4)

If the tenant appear and contest ejectment the magistrate shall forthwith hear and determine the case as any other civil case, allowing trial by jury if demanded by either party.” *S.C. Code Ann. § 27-37-60 (2005)*

Either landlord or tenant may demand trial by jury. In such case a jury shall be summoned and a jury trial had as in any other civil case. Upon the testimony offered, under instructions by the magistrate as to the law, the jury shall find for either the landlord or tenant as in any other case.” *S.C. Code Ann. § 27-37-80 (2005)*

In Returns and Answers and Counterclaims filed in 2023 and again in 2024, Appellants requested a jury trial. Appellants never withdrew their request, and never waived their request

for trial by a jury. was never held. Yet, a jury trial was never held. This error of law by the Magistrate Court was raised in the proceeding on appeal to the Circuit Court.

Second: The Appellants argued at the appeal hearing that the matter should be adjourned until the Circuit Court obtained the entire Magistrate Court's file. The Appellants never argued that the Appellants didn't miss payments that were required under the Lease. In Appellant's Affidavit he admits that they missed payments which began the litigation in this case.

REPLY: According to the following excerpt from the transcript of record, the Circuit Court Judge did not have the Magistrate Court's record when he proceeded to hear the appeal.

(By Mr. Moore) Your Honor, we should have before you also a return from the Magistrate Court, and I would --

THE COURT: Is that the one that was filed January the 6th, Mr. Moore? I think that's the one that I've actually got.

MR. MOORE: That's correct.

THE COURT: Yes, sir.

MR. MOORE: If you will look at the very last paragraph of that Return. My concern is whether or not the Court, or the lower court in this case, the Magistrate's Court, provided to the Court its record or its file. The reason I'm concerned about that is most of the legal activity occurred on that -- on that -- on that level, the Magistrate's Court level. There were two major proceedings, one in 2023. The second, the latter part of 2025, and now in 2026, in order for the record to be complete before this Court for consideration as to the basis for the appeal and basis for the injunction, I think that record is necessary. I think the return without those documents will make argument here incomplete as far as the record is concerned and before I start argument, I would like the Court to request or require the Court, the lower court, the Magistrate's

Court, to provide its file for both proceedings over the complete file, but certainly those two proceedings in which the Court made decisions that impact what we'll be doing here today. (*Tr. P. 4, Ln.5 – P. 5, Ln. 5*)

MR. BRUNSON: (sic) And then we moved forward to a second ejectment and by this time, from 2023 up until 2025, my client had paid duplicitous (sic) payments \$4,800 approximately to 96, \$9,800 for a year and a half.

THE COURT: The agreed upon rent would have been the \$4,800, and the bond was set at some \$9,000?

MR. MOORE: \$9,800 approximately.

THE COURT: Okay.

MR. MOORE: And so he paid that for a year and a half and so that impacts, I believe, our argument, relative to a further equal interest, because he paid two times the amount of rent for a year and a half, and so that file. That record, that Court's file and the Court's file for this proceeding that we had most recently, I think, I sent you for the record.

THE COURT: All right. So you are saying that the Court does not have all the records you believe necessary to consider this appeal?

MR. MOORE: That's correct.

THE COURT: All right. Let me do this: Mr. Brunson.

MR. BRUNSON: Yes, sir, Your Honor.

THE COURT: What's your position in regards to Mr. Moore's request of this Court to have additional records produced from the Summary Court in regards to this matter?

MR. BRUNSON: Well, Your Honor, not being privy as to what the Summary Court provided Your Honor. I can say this, that the matters before appeal that are presented today, the

Court does, in fact, have sufficient records and the reason I say that is because Mr. Moore's argument is that he requested a jury trial together with an answer and counterclaim and this was responsive to a writ of ejectment and so if it pleases the Court, I'd like to give the Court just a little background. (*Tr. p. 6, ln. 5 - p. 7, ln. 13*)

(At this point, Mr. Brunson presents background of the case and argument that this appeal is without merit.) *Tr. p. 7, ln. 14 - p. 9, ln. 7.*

THE COURT: All right. Thank you.

Mr. Moore, I'm looking at the return of the Magistrate, let me do this: I'm going to go ahead and listen to your arguments in regards to this case. If, after I've listened to the arguments of both you and Mr. Brunson, if I believe that I need some additional information, I can certainly ask for that from the Magistrate's Court. But I'm ready to hear arguments in regards to the issues that are before us today.

MR. MOORE: Your Honor, certainly, and I will be obedient to the Court order, I will say only that you heard mention of a lease agreement and another option to buy agreement, those documents are not in the record and that's exactly why I say to the Court that those documents would be necessary for arguing and for the Court's consideration going forward, and so I make the argument in obedience to your order under the objection that these documents will need to be in before the Court along with the Court's file as a basis for their reasoning and their return.

THE COURT: Do you have the lease agreement and the option to purchase?

MR. MOORE: I do not have that with me, but I think it's necessary to know what the Court has in its file, that is the Magistrate Court. Again, before we move forward, I'll be glad to make argument based upon your direction. That's my concern.

THE COURT: Yes, sir, and I'm not saying I'm not going to ask for that. I'm just saying that I'm ready to hear arguments and then I'll make a decision as to what I need based on those arguments. *Tr. p. 9, ln. 8 - p. 10, ln. 12.*

Despite persistent urging to obtain the Magistrate Court's record of the case before proceeding with arguments, the Circuit Court Judge decided to consider the contents of the Notice of Appeal and hear arguments from counsel without the record.

The Appellants' Notice of Appeal to the Circuit Court was filed and served on September 8, 2025. The Magistrate's Return was filed January 2, 2026. The record is devoid of any documentation that an extension of time within which to file the Magistrate's Return was requested or granted. The Magistrate's Return ended with the following statement:

This court's involvement with this case ended when the appeal was dismissed via its final order. It is this court's view that its prior orders are self-explanatory. The court will provide its entire file to the circuit Court upon request." (*Magistrate's Return, dated 01-02-2026, Pg.2*)

The Magistrate's Return was not timely filed, the record was not filed at all, and the Circuit Court Judge denied Appellants' plea for the Court to obtain the record before commencing the appeal hearing; all contrary to the provisions of the Rules of Court promulgated by the Supreme Court of South Carolina which provides that:

Within thirty (30) days of the date of filing of the notice of appeal with the Circuit Court, the magistrate shall file the return to the notice of appeal with the Clerk of the Circuit Court for the county wherein the judgment was rendered, together with the record, a statement of the proceedings in the case, and, if necessary, the testimony taken at trial. Upon motion for good cause shown, the Circuit Court may allow a definite extension of time within which to file the return. *SCRMCRule 18(b).*

These flagrant and willful violations of the South Carolina Rules of Magistrate Court argued in the transcript of record on appeal to the Circuit Court constitute errors of law and grounds for reversal.

Third: The Appellants did not argue that the Magistrate Judge erred in issuing the Order dismissing the Appeal. Alternatively, they argued that the Magistrate Court did not have jurisdiction to hear the case when the matter was addressed at the initial hearing in front of Magistrate Judge Amy Land. She heard the Appellants' argument about jurisdiction at that hearing, and ordered a bond pending the jury trial request. The Appellants never appealed the decision and waived that argument at that time. Instead they began paying the bond as ordered.

REPLY: On November 20, 2025, Magistrate Griffin filed and served upon Appellants' attorney his Order Dismissing the Appeal. The Order states, in pertinent part:

. . . Pursuant to the directive of the Circuit Court and Section 27-37-130 of the South Carolina Code, this court set an appeal bond on September 12, 2025. The Order provided that the initial bond payment for appeal was \$9866.76, which was subsequently tendered by appellants. Future bond payments were due by the fifth of each month starting in October, continuing thereafter until a final judgment of the Circuit Court. The order further stated that future bond payments shall be in the amount of \$4933.38 in accordance with the parties' former lease. Additionally, the order provided any failure to timely post bond shall result in dismissal of the appeal as required by statute.

Payment was received for October. However, payment for November via cashier's check was presented to the court either on the tenth or twelfth of this month. A copy of said cashier's check is attached to this order and incorporated herein referenced. The court notified the parties of the late payment and the respondent subsequently refused to accept the late payment. Respondent further requested dismissal of the appeal. Accordingly, this court has no alternative to dismiss the appeal in this case. In the event of an appeal to the South Carolina Court of Appeals this court will comply with any directive of the Court regarding a new appeal bond or reinstatement of the current one. The cashier's check shall be returned by this court to counsel for the Appellants.

AND IT IS SO ORDERED!

S/ _____
B. Keith Griffin
Summary Court Judge, Sumter County

(Magistrate B. Keith Griffin's Order, dated 11-20-2025)

Circuit Court Judge S. Bryan Doby's Order Staying Order For Eviction was filed September 17, 2025, and "Ordered that the Summary Court Order for Eviction is stayed, and no further actions may be taken pending disposition of this matter by jury trial or otherwise according to South Carolina Statutory Law and South Carolina Rules of Court." Appellants argue that the filing and acceptance of the appeal in the Circuit Court divested the Magistrate Court of jurisdiction, and it was an error of law to order that the appeal be dismissed. S.C. Code Ann. § 27-37-120 (2007) states as follows: "Either party may appeal in an ejectment case and such appeal shall be heard and determined as other appeals in civil cases from the magistrate's court." (*Emphasis supplied*)

The South Carolina Court of Appeals addressed this issue in *Vacation Time of Hilton Head Island, Inc., v. Kiwi Corp.* 280 S.C 232, 234, 312 S.E.2nd 20 (1984) and reasoned as follows:

"While it is true that Section 27-33-40 gives concurrent jurisdiction to the Circuit Courts and to Magistrates in ejectment proceedings, the Circuit Courts still have appellate jurisdiction over ejectment cases initially heard by a Magistrate."

Appellants respectfully contend that the Magistrate Court erred in its construction of the term "bond" payment when it appears to be the "rent" payment that is at issue. According to § 27-37-130, bond is required to stay ejectment on appeal. Judge Griffin's Order states that "the initial bond payment for appeal was \$9866.76, which was subsequently tendered by the appellants. Future bond payments were due by the fifth of each month, starting in October, continuing thereafter until a final judgment of the Circuit Court. The order further stated that future bond payments shall be in the amount of \$4933.38 in accordance with the parties' former lease." The Order acknowledges that the October payment was received. However, the Order raises the issue that the check for the November payment was late, and as a result the attempt

was made to dismiss the appeal. Appellants contend that payments made subsequent to the bond payment for appeal are for rent. See §27-37-150 and § 27-37-155.

With regard to Respondent's assertion concerning jurisdiction, it alleges that this issue was addressed in the initial hearing in front of Magistrate Judge Amy Land who heard arguments about jurisdiction and ordered a bond pending the jury trial request. Respondent further alleges that Appellant did not appeal the decision and waived that argument at that time.

Appellants would respectfully argue that, to the contrary, the record reflects that issues pertaining to bond were tried before Summary Court Judge Kimberly W. Land on September 18, 2023, at the conclusion of which she issued the following written Summary Court Judgment dated September 18, 2023:

Bond is set at \$9,866.96 to be paid to the Court by Oct 5, 2023. Payment will be late on Oct 11, 2023 and the writ will be issued on that date.

There is no mention of jurisdiction in Judge Land's Judgment.

Nonetheless, subject matter jurisdiction may be raised at any juncture during litigation, even on appeal. Rule 12(b), SCRPC. In addressing the importance of subject matter jurisdiction, the South Carolina Supreme Court held in the case of *State v. Bonnie Nelson Brown*, 358 S.C. 382, 596 S.E.2d 39, decided April 12, 2004, reh'g denied, May 25, 2004, that: "(1) "justice dictates that the resolution of issues pertaining to subject matter jurisdiction be a paramount concern for our courts"; "(2) "issues concerning the existence of subject matter jurisdiction may be raised at any time and by any party or the court";" *State v Brown*, 358 S.C. at 386, S.E.2d at 41.

The transcript of record from the proceeding on January 13, 2026, is a part of the Record. Also in the record is the Form 4 Order of Circuit Court Judge Doby filed January 20, 2026, wherein he states that he based his decision upon a "careful review of the motion and arguments

presented,” and reached the conclusion that the “Plaintiff did not present to this court any exception that allows this circuit court to set aside or reverse the lower court ruling.” The order did not encompass consideration of the facts and the record of the case.

McNair, *supra*, 390 S.C. at 49, 699 S.E.2d at 726, sets the bar high for litigants seeking reversal of judicial orders in cases on appeal from a magistrate court. However, Appellants submit that the record of this case is replete with errors of law at the magistrate and circuit court levels which far surpasses the standard enunciated in McNair. The findings of fact are clearly incorrect and must not be allowed to stand. The errors of law must be remedied. Failure to do so enables a miscarriage of justice by manipulating the court system for the benefit of one party to the detriment of the opposing party.

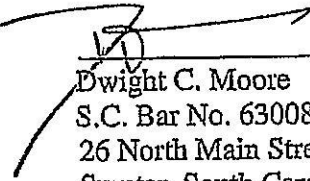
CONCLUSION

For the foregoing reasons, the Appellants ask this Court to inquire into the matter and render relief as follows:

1. Decree that the Magistrate Court lacks jurisdiction to adjudicate this case and Order that the case be dismissed; or in the alternative
2. Order a trial by jury on the issues raised in the Appellant’s Return to Rule to Vacate or Show Cause, Answer and Counterclaim;
3. Set aside the Order of Ejection;
4. Order a final disposition of all pending Motions filed by the Appellants;
5. Order a full and complete accounting of all funds paid by the Appellant and the disbursement of such payments;
6. Order the full and fair payment of damages incurred by the Appellants arising from the impulsive, wrongful, wanton and reckless ejection from the commercial property
7. Order the bond paid into Magistrate Court be converted to the appeal and transferred to the appropriate Court pending a disposition of this matter on appeal; and

8. For such other and further relief as deemed appropriate by this Court.

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August 24, 2026