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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, LLC, Respondent,

vs.

Burgess Brogdon Building Supply and

Subsidiary and Burgess-Brogdon, LLC, Appellants.

FINAL BRIEF OF RESPONDENT

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RESPONDENT'S EXHIBITS

Commercial Lease Agreement, Appellants' Exhibit # 1

Real Estate Purchase Option Agreement, Appellants' Exhibit # 2

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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 Appellant's 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 Appellant's right to appeal the controversy from the Magistrate Court to the Circuit Court?

STATEMENT OF THE CASE

This is an appeal from the Order of Circuit Court Judge, S. Bryan Doby, dated January 18, 2026. Judge Doby heard the matter on January 13, 2026 and ruled that the Appellants did not present to the Court any exception that allowed the Court to set aside or reverse the lower Court ruling. Judge Doby denied the Appellants case and affirmed the lower Court's ruling. The Appellants are appealing Judge S. Bryan's ruling in this Appeal.

This case commenced when the Respondent, through their attorney, Willie H. Brunson filed an Eviction Action against the Appellants on August 3, 2023 for failure to pay rent. (Termination of Lease R. p. 37-38). The Appellants filed an Answer and Counterclaim. (Return R. p. 21). Bond was set pending a jury trial. Bond R. p. 29). The Appellants also filed a second Return to Rule to Show Cause which contained a Motion alleging the Magistrate Court did not have jurisdiction over the case. (Second Return R. p. 54). The matter came before Magistrate Judge B. Keith Griffin on August 14, 2025. After reviewing the pleadings, documents presented, arguments of counsel, and applicable case and statutory law, Sumter County Magistrate, B. Keith Griffin issued an Order issuing a new Writ of Ejectment and denying the Appellant's Motion to divest the Court of jurisdiction over the case. (Order R. p. 30).

The Appellants and the Respondent entered into a commercial lease agreement on May 24, 2022. The Lease required the Appellants to pay \$4,933.38 per month as rent for the property located at 220 Dingle Street, Sumter, South Carolina. The Lease was for five years and possession of the property by the Appellate commenced on July 5, 2022. (Lease R. p. 5). The Appellant entered into a second agreement with Bruno Raschio titled "Real Estate Purchase Option Agreement" on the same day. This agreement gave the Appellant the option to purchase the leased property for \$493,348.00 after two years of making lease payments to the Respondent. (Option R. p. 17).

The Ejectment action alleged the Appellants were in violation of the Lease in that they failed to pay rent when due. The Appellants never denied that they owed past due rent. Instead, the Appellants argued that they had an equitable interest in the property and demanded a jury trial.

On September 12, 2023, the parties appeared before Magistrate Judge Kimberly Land for a hearing to establish the bond while the jury trial was pending. Judge Land ordered that the bond was set at \$9,866.96 to be paid by October 5, 2023. She further indicated that it would be late on October 11, 2023 and the Writ would issue on that date. (Bond Order R. p. 29). The Appellants paid the bond as ordered by Judge in the amount of \$9,866.96 until May of 2025. The Appellants failed to pay the bond in June and July of 2025. Based on this second failure to pay, the Respondent requested a Writ of Ejectment and it was issued by Magistrate Judge Roger Richardson. The Appellants filed another Return to the Writ of Ejectment.

On August 14, 2025, the Appellants appeared in Court and argued their Motion to divest the Magistrate Court of Jurisdiction over the case and again challenged the issuance of the Writ. In his Order dated August 22, 2025, Judge B. Keith Griffin found that the Appellants alleged default in Lease payments occurred less than two years from the execution of the agreements and that the Respondent notified them in writing of the termination of the Lease. He concluded that the Magistrate Court had jurisdiction to hear the Ejectment matter. The Court issued a new Writ of Ejectment, and the Appellants had 24 hours to voluntarily vacate the premises after service of the Writ. (Order R. p. 30).

The Appellants filed and served a Motion for a New Trial and a Motion to Stay the Ejectment on September 2, 2025. (Motion R. p. 57-64). On September 3, 2025, Judge Griffin issued an Order denying the Motion for a new trial and indicated in his Order that the Writ of Ejectment may proceed as previously ordered. (Order Denying Motion R. p. 69). On September 4, 2025, Attorney Dwight C. Moore, the Appellants' attorney, sent an email to Judge Griffin inquiring about a ruling on his Motion to Stay, even though the Order expressly indicated that the Writ of Ejectment can proceed as previously ordered. (Email R. p. 65-66). On September 5, 2025, Judge Griffin emailed back to Attorney Moore and clarified his Order denying any and all Motions made by the Appellants. (Email R. p. 67).

With the coordination and assistance of the Sumter County Sheriff's Office, on September 5, 2025, the Respondents proceeded with the Ejectment.

On September 8, 2025 Appellants filed their Notice of Appeal and a Motion for Emergency Injunctive Relief. (Appeal and Motion R. p. 70-94).

On September 9, 2025, Judge Griffin sent an email stating he would desire to have the initial bond payment remain at the same amount of \$9,866.76 and all future bond payments would revert back to the amount in the rental agreement. After receiving no objections, Judge Griffin issued an Appeal Bond Order consistent with his email. He ordered that all future bond payments are due by the fifth of each month starting in October and continuing until a final judgment was issued by the Circuit Court. He also ordered that any failure to timely post the bond shall result in dismissal of the appeal as required by statute. (Excerpt from Appellant's Brief R. P. 101).

On September 17, 2025, Circuit Court Judge S. Bryan Doby filed an Order declining to make any rulings on matters before the Order granting the appeal bond but he did stay the ejectment until the disposition of this matter. (Order R. p. 95-102).

The Appellants paid the Bond as required in October. However, the bond payment for November was not presented to the Court by the Appellant until either November tenth or November twelfth. The Respondent refused to accept the late payment and requested a dismissal of the Appeal. (Email R. p. 120-122). On November 20, 2025, the Magistrate Court issued the Order granting the dismissal of the Appellants' appeal. (Order R. p. 103-105).

On November 21, 2025, the Appellants filed a Motion to dismiss the Magistrate's Order dismissing the appeal and a Motion for an Order disqualifying Magistrate Court Judge B. Keith Griffin on the grounds that he was biased in adjudicating the case.

The matter was placed on the appeals docket for Sumter County and it was heard on January 13, 2026. The transcript from this hearing is an exhibit in the Appellants' Initial Brief. (Transcript R. p. 123-157).

On January 18, 2026, Judge Doby electronically signed his Order stating that after careful review he concluded that the Appellants did not present any exception to the Court that allows the Court to set aside or reverse the lower Court's ruling. He indicated that the Appellants offered no errors of law and the Court found no ground or grounds on which to reverse the factual findings or legal conclusions of the Magistrate Court. He denied the appeal and affirmed the lower Court's ruling. (Order R. p. 1-3).

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's 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).

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 contends that the Appellants did not present any exceptions to the Circuit Court that allowed the Court to set aside or reverse the lower court's ruling.

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. The Appellants did not argue that the Magistrate Court found facts that were not in the record. The Appellants failed to challenge that the Appeal Bond Order required the future bond payments be made by the fifth of each month. They did not argue that they made the payment on or before the fifth. They offered no evidence that the dismissal of the appeal was in error.

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.

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 that 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.

- II. Did the Circuit Court Judge err in construing Appellants' appeal to the Circuit Court as a Motion for Appeal and, as a result, considered and denied the appellate pleadings as a Motion instead of addressing the grounds set forth in the appeal and the controversies which arose after the appeal was filed?

In the Appellants' Notice of Appeal they set forth three Court Orders in which they sought appellate review. The Orders were from August 22, 2025, September 4, 2025, and September 5, 2025. The Appellants identified four issues in the Notice.

Did the Judge err in dismissing Appellant's Counterclaim that the Magistrate Court was without jurisdiction when Appellants' equity in the subject property was at issue?

The Option Agreement that the Appellants are relying on states specifically that the Appellants could exercise the option to purchase after they have made two years of Lease payments. The Appellants only made Lease payments for thirteen months before the Lease was terminated for nonpayment. Therefore, the Magistrate Court Judge was correct in proceeding with the Ejectment Action on the grounds of default in payment of rent.

Did the Judge err in refusing to rule on Appellants' Motion to Stay Ejectment?

The Court did not fail to rule on this Motion. The Magistrate Court stated in the Order that the Writ of Ejectment may proceed as previously ordered. The Judge subsequently clarified in his email to Appellants' attorney that any and all motions in this matter were denied.

Did the Judge err in summarily ejecting the Appellants without due process?

The Appellants failed to pay the Appeal Bond within the time designated in the Order. The language in the Order expressly stated that any failure to post bond shall result in dismissal of the appeal. The Judge did not err in dismissing the appeal and allowing the ejectment to proceed. Pursuant to Section 27-37-130.

Did the Judge err in denying Appellants' request for a trial by jury?

The Judge did not deny the Appellants' jury trial request. The Appellants failed to pay the bond as ordered and the Writ was issued consistent with the law. Pursuant to 27-37-150 and 27-37-155 (B) (5)

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

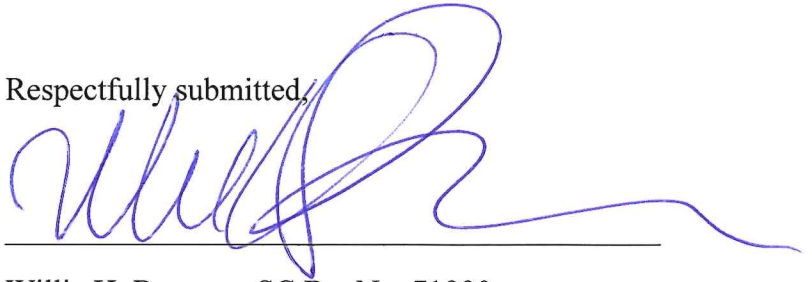
Appellants appeared at the scheduled hearing on January 13, 2026 and were given the opportunity to address their issues freely without interference from the Court or the Respondents. The appellants made their best argument and failed to present any exhibits or offer any compelling support for the issues they raised in their Notice. According to the transcript from the hearing, Appellants attorney put on the case of his choosing at this hearing. On page 14 line 13 of the transcript, Attorney for the Appellants asked the Judge would he prefer to hear the request for injunctive release first or the appeal. The Court responded that it wanted to hear the appeal first. Attorney for the Appellants made his arguments on the appeal. The Circuit Court Judge indicated in his Order that he made his decision based on among other things, the arguments of counsel.

CONCLUSION

The Orders from the Magistrate Court Judge and the Order from the Circuit Court Judge, which are discussed above, were based on reliable, probative, and substantial evidence on the whole record. The Appellants have failed to carry their burden of convincingly proving that the Judges' Orders were erroneous, arbitrary or capricious, or an abuse of discretion, in view of the substantive evidence of the record as a whole. The appeal is without merit and should be dismissed.

October 9, 2026

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Willie H. Brunson', is written over a horizontal line.

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The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The second part of the paper describes the methodology used in the study, including the data collection and analysis techniques. The third part of the paper presents the results of the study, and the fourth part discusses the implications of the findings. The paper concludes with a summary of the main findings and a list of references.

The results of the study show that there is a significant positive relationship between the variables studied. This finding is consistent with the previous research in the field. The study also found that the relationship between the variables is stronger in certain contexts than in others. These findings have important implications for the theory and practice of the field. The study suggests that further research is needed to explore the underlying mechanisms of the relationship between the variables. The study also suggests that the findings can be used to inform the development of interventions to improve the outcomes of interest.