

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS
APPEAL FROM CLARENDON COUNTY

Court of Common Pleas

The Honorable Clifton B. Newman, Circuit Court Judge

Appellate Case No. 2025-002352

Samuel Tucker Collins, Jr.,

Appellant,

v.

West Palmetto Holdings, LLC,

Respondent.

APPELLANT'S REPLY BRIEF

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PRELIMINARY STATEMENT

Respondent’s Brief does not answer two errors demonstrated by this record.

First, the Circuit Court expressly stated that its role was to determine whether the magistrate committed an “error of law.” (Tr. p. 17, ll. 6–8.) South Carolina Code §18-7-170, however, authorizes affirmance or reversal of a magistrate judgment for errors of “law or fact.” Bowers v.

Thomas, 373 S.C. 240, 244–45, 644 S.E.2d 751, 753 (Ct. App. 2007), confirms that the Circuit Court maintains a broad scope of review under that statute.

Burns v. Wannamaker, 281 S.C. 352, 357, 315 S.E.2d 179, 182 (Ct. App. 1984), aff’d as modified on other grounds, 288 S.C. 398, 343 S.E.2d 27 (1986), the very Court of Appeals decision upon which Respondent relies, does not create an unconditional presumption favoring affirmance. Burns declined to apply that presumption when the Circuit Court employed an erroneous review standard and failed to accord contested facts the scrutiny contemplated by §18-7-170.

Second, Respondent did not commence a generic possession proceeding divorced from landlord-tenant law. Its Application for Ejectment identified West Palmetto Holdings, LLC as the “landlord-lessor,” affirmatively alleged that a “landlord-tenant relationship exists,” identified the “Tax Deed and Quitclaim Deed” as evidence of that alleged relationship, and selected as its ground for ejectment that the “term of tenancy or occupancy has ended.” (Mag. R., Application for Ejectment, p. 4.)

Those allegations identified the relationship Respondent undertook to establish in order to obtain the tenant-ejectment remedy it selected.

Rivers v. Smith, 446 S.C. 293, 919 S.E.2d 545 (2025), supplies the controlling modern framework. Rivers makes clear that magistrates courts possess subject-matter jurisdiction over the general class of eviction actions. The question is instead whether the magistrate had authority to grant the particular eviction. Rivers explains that the magistrate must first determine the primarily factual question whether a landlord-tenant relationship exists.

Appellant therefore does not rest this Reply upon the proposition that the value of the real property, standing alone, deprived the magistrate of jurisdiction under §22-3-10(2). Nor does Appellant contend Rule 18 automatically required a wholly new evidentiary trial.

The questions presented are narrower: whether the Circuit Court reviewed the magistrate judgment under the standard §18-7-170 actually supplies, and whether Respondent’s expressly pleaded landlord-tenant remedy was reviewed under the relationship framework required by Rivers.

I. THE CIRCUIT COURT EXPRESSLY STATED A STANDARD OF REVIEW NARROWER THAN §18-7-170 AND BURNS PERMIT.

The clearest legal error appearing in the transcript is that the Circuit Court expressly described its appellate function in terms narrower than the governing statute.

At the May 30, 2025 hearing, the Circuit Court stated:

“My role here today is to review whether that magistrate committed any error of law.”

(Tr. p. 17, ll. 6–8.)

Section 18-7-170 provides that upon hearing the appeal, the Circuit Court may affirm or reverse the magistrate judgment “for errors of law or fact.”

The difference is material.

Bowers explains that §18-7-170 gives the Circuit Court a “broad scope of review” when it hears an appeal from magistrate court. 373 S.C. at 244, 644 S.E.2d at 753. This Court’s own review of factual findings is narrower, but Bowers recognizes that this Court reviews *de novo* whether the Circuit Court’s affirmance was controlled or affected by an error of law. *Id.* at 245, 644 S.E.2d at 753.

Appellant does not ask this Court to make new factual findings or independently reweigh the magistrate record. Appellant asks this Court to decide the legal question whether the Circuit Court reviewed that record under the standard South Carolina law assigns to the Circuit Court.

Burns reinforces the point. Respondent relies upon Burns for the ordinary presumption that a Circuit Court affirmance rests on the merits where sufficient evidence supports the magistrate and there is no indication the affirmance was controlled by legal error. Resp. Br. pp. 2–3.

But Burns refused to apply that presumption where it appeared the Circuit Court employed an erroneous standard and did not give disputed facts the scrutiny contemplated by §18-7-170. Burns, 281 S.C. at 357, 315 S.E.2d at 182.

Respondent also relies upon *Stanford v. Cudd*, 93 S.C. 367, 370, 76 S.E. 986, 987 (1913), and *Bagnal v. Southern Express Co.*, 106 S.C. 395, 91 S.E. 334 (1917), for the ordinary presumption favoring affirmance of a magistrate judgment affirmed by the Circuit Court. Those authorities do not alter the result here. Stanford states that the presumption applies in the absence of facts showing the affirmance was controlled or affected by legal error. Bagnal applies the same limitation. In the present case, unlike Stanford and Bagnal, the transcript itself contains the Circuit Court’s express statement limiting its role to review for “error of law,” notwithstanding §18-7-170’s authorization to review errors of “law or fact.”

Burns therefore supplies the directly applicable limitation upon the presumption Respondent invokes.

The Supreme Court later affirmed Burns as modified on a separate burden-of-proof question. Burns v. Wannamaker, 288 S.C. 398, 343 S.E.2d 27 (1986). The §18-7-170 review principle remains directly relevant.

The issue is not an isolated choice of words viewed in a vacuum. The remainder of the transcript demonstrates why the Circuit Court’s stated limitation mattered.

A. The distinction between “error of law” and “errors of law or fact” was material, not semantic.

The factual character of Appellant’s possession was central to Respondent’s selected remedy.

Judge Newman himself asked:

“How -- how is it that Mr. Collins is there? Is he a -- a squatter? a renter? a...”

(Tr. p. 20, ll. 17–18.)

Respondent’s counsel began:

“Your Honor, we don’t have any existing landlord or -- or --”

before Appellant interrupted and asked to answer for himself. (Tr. p. 20, ll. 19–22.)

Appellant does not characterize counsel’s unfinished statement as an admission. Its significance is narrower: the Circuit Court itself recognized that the character of Appellant’s possession required inquiry.

When the Court turned to Appellant, he answered:

“I bought that property free and clear with cash. That’s my sacred trust focus. That property is in trust, and I have possession of the property because it’s my private property --”

(Tr. p. 21, ll. 10–13.)

Earlier in the proceeding, Appellant had stated, “I am the fiduciary, the steward trustee of the trust.” (Tr. p. 5, ll. 20–22.)

Those assertions did not conclusively establish superior title, and Appellant does not ask this Court to determine ultimate title from them. They establish the more limited point that Appellant was not acknowledging that he occupied the property as West Palmetto’s tenant. He was asserting possession through ownership and trust interests.

Rivers holds that whether the requisite landlord-tenant relationship exists is primarily a factual question. 446 S.C. at 306–08, 919 S.E.2d at 552–53.

The Circuit Court therefore confronted a factual question directly bearing on Respondent’s chosen remedy while expressly describing its appellate role as review for “error of law.”

Section 18-7-170 authorized more.

B. Respondent’s Rule 18 argument addresses a different question.

Respondent argues that Rule 18, SCRMC, did not require the Circuit Court to conduct an entirely new trial de novo. Resp. Br. pp. 4–5.

Appellant does not rely upon such a proposition.

The asserted error is not that the Circuit Court failed automatically to begin the case anew and receive all evidence again. It is that the Circuit Court expressly limited its stated appellate role to review for legal error when §18-7-170 permits reversal for errors of both law and fact and Bowers describes the Circuit Court's review as broad.

Respondent's Rule 18 argument therefore does not answer the separate statutory review error appearing in the transcript.

Nor does Appellant ask this Court to substitute its factual findings for the Circuit Court's. The appropriate remedy is remand so the tribunal to which South Carolina law assigns the broader review function can perform that review under the correct standard.

II. RESPONDENT EXPRESSLY INVOKED A LANDLORD-TENANT EJECTMENT REMEDY, AND RIVERS REQUIRED DETERMINATION OF THE RELATIONSHIP RESPONDENT ALLEGED.

Respondent's own Application framed this proceeding as one between landlord and tenant.

The Application for Ejectment identifies West Palmetto Holdings, LLC as the "landlord-lessor" of 2398 Hotel Street.

It affirmatively alleges that a "landlord-tenant relationship exists" between West Palmetto and Appellant and the other occupants.

It identifies the "Tax Deed and Quitclaim Deed" as evidence of that alleged relationship.

And it identifies the ground for ejectment as: "The term of tenancy or occupancy has ended." (Mag. R., Application for Ejectment, p. 4.)

South Carolina Code §27-37-10 is entitled "Grounds for ejectment of tenant." It authorizes ejectment of a tenant upon application of the landlord when, among other circumstances, "the term of tenancy or occupancy has ended."

Section 27-37-20 likewise provides that "[a]ny tenant may be ejected" upon application by the landlord.

And §22-3-10(10), upon which Respondent relies, grants magistrates authority in matters "between landlord and tenant and the possession of land" under the applicable chapters of Title 27.

Respondent's pleading therefore identified the statutory relationship it undertook to establish. Pleading that relationship did not itself prove it.

Rivers explains what had to be determined.

A. Rivers supplies the controlling framework.

In *Rivers v. Smith*, 446 S.C. 293, 919 S.E.2d 545 (2025), the South Carolina Supreme Court rejected an overbroad jurisdictional theory similar in part to the theory Appellant previously advanced.

Rivers holds that an occupant cannot automatically terminate an eviction proceeding merely by disputing the purported landlord's title.

Magistrates courts possess subject-matter jurisdiction over eviction actions as a general class. *Id.* at 305–06, 919 S.E.2d at 552.

The more precise question is one of authority: whether the magistrate may grant the particular eviction.

Relying upon *Stewart-Jones Co. v. Shehan*, 127 S.C. 451, 456–57, 121 S.E. 374, 376 (1924), Rivers explains that a magistrate must first resolve the primarily factual question whether a landlord-tenant agreement exists. *Rivers*, 446 S.C. at 306–08, 919 S.E.2d at 552–53.

If such a relationship exists, the magistrate may proceed to determine whether the tenant breached the agreement in a manner warranting eviction.

If the magistrate determines “for whatever reason” that no landlord-tenant agreement exists, the eviction ends and the identity of the true titleholder must be litigated in another forum. *Id.*

That framework respects both sides of the dispute. An occupant cannot defeat summary eviction merely by asserting superior title after entering a landlord-tenant relationship. At the same time, an asserted owner cannot obtain tenant-ejection relief merely by labeling the person in possession a tenant if the required relationship does not exist.

That is the inquiry Respondent's own Application made material.

B. Rivers recognizes oral, rent-free, and predecessor tenancies; those principles do not eliminate the requirement that a landlord-tenant relationship actually exist.

Appellant expressly acknowledges three principles important to a fair application of *Rivers*.

First, South Carolina law permits creation of an oral tenancy. Section 27-35-10 provides: “A tenancy for not to exceed one year may be created by oral agreement.”

Second, payment of rent is not indispensable to a landlord-tenant relationship.

In *Rivers*, Jessie Mae Smith orally permitted the Rivers to live on the property rent-free. The Supreme Court concluded that the oral promise permitting occupancy was sufficient to create a rental agreement notwithstanding the absence of a written lease and the absence of rent. *Rivers*,

446 S.C. at 307, 919 S.E.2d at 552–53; see also *Bruce v. Durney*, 341 S.C. 563, 568–69, 534 S.E.2d 720, 723 (Ct. App. 2000).

Third, the present landlord need not personally have created the original tenancy.

When Smith later acquired title in Rivers, he became landlord under the preexisting arrangement. Rivers relied upon §27-35-50, which provides that when real estate is sold while under lease, the landlord-tenant relationship arises between the purchaser and existing tenant as though the purchaser had been the original landlord.

Appellant therefore does not contend that West Palmetto personally had to negotiate a lease with Appellant before a landlord-tenant relationship could exist. Nor does Appellant contend that the absence of rent alone defeats tenancy.

A relationship recognized by South Carolina law could arise through a written agreement, an oral agreement, an implied agreement, or a qualifying preexisting tenancy passing to a purchaser.

But Rivers does not dispense with the relationship itself.

The distinguishing feature in Rivers is that evidence established the underlying arrangement: Rufus Rivers testified that Jessie Mae orally agreed to allow the Rivers to live on the property. The magistrate found the Rivers were tenants, the Circuit Court expressly found a landlord-tenant relationship, and the Supreme Court held the record supported that determination.

The predecessor tenancy in Rivers therefore was not presumed from the later purchaser's deed alone. Evidence established the prior occupancy agreement to which the purchaser succeeded.

C. The factual basis expressly identified in Rivers is not expressly identified in this Return.

The Magistrate's Return in the present case focuses upon the tax sale, expiration of the redemption period, the tax deed, the later conveyance to West Palmetto, and Respondent's ownership documents. (Mag. R. pp. 1–2.)

The Return does not expressly identify a written lease, an oral rental agreement, rent, rent-free permission creating a tenancy, a predecessor landlord-tenant arrangement passing to West Palmetto, or another agreement or factual basis from which the relationship alleged in the Application was found to arise.

Appellant does not contend that the magistrate's judgment can never be read to contain an implicit determination favorable to Respondent. Granting an Application expressly alleging tenancy gives Respondent an argument to that effect.

But that is materially different from Rivers, where the lower courts expressly identified the landlord-tenant determination and the record contained the oral occupancy agreement supporting it.

Here, the written Return moves from Respondent's title documents to its asserted right to physical possession without separately identifying the factual basis upon which Appellant became Respondent's tenant.

That difference matters under Rivers.

III. RESPONDENT'S TITLE EVIDENCE WAS RELEVANT UNDER RIVERS, BUT IT DID NOT ELIMINATE THE DISTINCT TENANCY DETERMINATION.

Rivers contains language favorable to Respondent, and Appellant does not avoid it.

The Supreme Court explained that where an alleged landlord-tenant agreement is not written, the magistrate should determine whether the purported landlord demonstrated that the tenant paid rent or that county public records indicate the purported landlord holds title. Evidence of either fact "will ordinarily suffice to satisfy the landlord's burden." Rivers, 446 S.C. at 308, 919 S.E.2d at 553.

West Palmetto therefore presented evidence Rivers treats as significant.

The tax deed and later conveyance were not irrelevant merely because Appellant disputed West Palmetto's claim to the property. Nor does Appellant contend that introduction of those deeds itself deprived the magistrate of subject-matter jurisdiction. Rivers forecloses such an argument.

But Rivers does not stop with the public-record showing.

Immediately after discussing the landlord's burden, the Supreme Court states that if the magistrate determines, "for whatever reason," that no landlord-tenant agreement exists, the eviction ends and the true-title issue belongs in another forum. Id.

Those propositions must be read together.

Title evidence may be powerful evidence supporting the purported landlord and may ordinarily satisfy the landlord's burden in an unwritten-tenancy case. But Rivers nevertheless describes the dispositive inquiry as whether the landlord-tenant relationship exists.

That distinction is consistent with the statutory remedy West Palmetto invoked. Sections 27-37-10 and 27-37-20 identify the person subject to the Chapter 37 remedy as the tenant.

The point is therefore not that West Palmetto lacked evidence. The point is that the evidence had to be evaluated through the correct legal framework, including the factual character of Appellant's possession and the existence of the relationship upon which Respondent's Application depended.

That is why the Circuit Court's stated limitation of its appellate review to "error of law" was consequential.

IV. THE CIRCUIT COURT’S EXPRESS RELIANCE UPON SURMISE REINFORCES WHY THE REVIEW-STANDARD ERROR MATTERED.

The Circuit Court’s own statements demonstrate that the hearing involved factual inference, not merely abstract questions of law.

At transcript page 23, the Court stated:

“And rather than dealing with that, and I don’t know this for sure, I’m just surmising based on what I’ve heard and what I’ve seen throughout my years, is that rather than dealing with the issue as a responsible citizen...”

(Tr. p. 23, ll. 20–24.)

Immediately before announcing its ruling, the Court stated:

“I hate to see you lose your property because you’re off on a tangent claiming equity, and lack of jurisdiction....”

(Tr. p. 26, ll. 12–15.)

Appellant does not offer these passages as an accusation of judicial misconduct, actual bias, or a separate basis for recusal.

Their significance is narrower.

The Circuit Court was drawing factual inferences concerning Appellant’s conduct and the tax-sale history. Elsewhere, it was itself asking whether Appellant’s status was that of a renter, a squatter, or something else.

Yet the Court had expressly described its appellate function as review for an “error of law.”

Taken together, those portions of the transcript demonstrate why the distinction between §18-7-170’s “law or fact” standard and the Court’s stated legal-error-only formulation was not merely semantic.

Burns addresses the danger of allowing the ordinary presumption favoring affirmance to substitute for the factual scrutiny the Circuit Court is authorized to perform.

A remand under the correct statutory standard remedies that problem without asking this Court to infer improper motive or to make its own factual findings.

V. RESPONDENT’S PRESERVATION ARGUMENT DOES NOT DEFEAT THE ISSUES ACTUALLY RAISED BELOW OR THE INDEPENDENT §18-7-170/BURNS ERROR.

Respondent's preservation argument is substantial, but it should not be applied more broadly than South Carolina preservation law permits.

Respondent relies upon *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998), and *State v. Dunbar*, 356 S.C. 138, 142, 587 S.E.2d 691, 694 (2003).

Appellant does not dispute their basic rule. An issue generally must be raised to and ruled upon below, and a litigant cannot advance one ground below and replace it with an entirely different ground on appeal.

The question is whether Respondent characterizes the present arguments too broadly when it treats the refined Rivers formulation as an entirely new controversy.

A. South Carolina preservation law looks to substance, not perfect doctrinal terminology.

South Carolina Department of Transportation v. First Carolina Corp. of S.C., 372 S.C. 295, 301–03, 641 S.E.2d 903, 907–08 (2007), requires that an issue be raised to and ruled upon below, raised by the appellant, timely raised, and presented with sufficient specificity.

But sufficient specificity is not synonymous with perfect terminology.

Cone v. State, Op. No. 28230 (S.C. Aug. 14, 2024), is particularly instructive. The Supreme Court held that an objection must be framed clearly enough for the trial court and opposing party to understand it, but the exact doctrinal name is not required. The Court cautioned against administering preservation as a technical game that elevates form over substance.

Atlantic Coast Builders & Contractors, LLC v. Lewis, 398 S.C. 323, 330, 730 S.E.2d 282, 285 (2012), likewise distinguishes an issue whose preservation is doubtful from one that is clearly unpreserved.

Johnson v. Roberts, 422 S.C. 406, 412, 812 S.E.2d 207, 210 (Ct. App. 2018), *aff'd*, 427 S.C. 258, 830 S.E.2d 910 (2019), applies that distinction. The Supreme Court affirmed the preservation ruling while citing *Atlantic Coast Builders* for the distinction between doubtful and clear non-preservation.

Delta Apparel, Inc. v. Farina, 406 S.C. 257, 269, 750 S.E.2d 615, 621 (Ct. App. 2013), provides another illustration. The self-represented litigant there did not use the precise phrase “personal jurisdiction,” but his arguments sufficiently communicated the substance of the jurisdictional problem for the court to treat the issue as preserved.

Appellant does not cite *Delta Apparel* for a special rule exempting self-represented litigants from preservation requirements. There is no such rule. Its relevance is that South Carolina courts examine the substance actually communicated below rather than mechanically asking whether the later doctrinal label appeared word-for-word.

B. The actual lower-court record placed the underlying authority and character-of-possession controversy before the courts below.

The present controversy did not first arise when Appellant cited Rivers.

Appellant challenged the magistrate's authority below, although he principally framed that challenge through the \$7,500 limitation and broader jurisdictional arguments.

He asserted his fiduciary and trustee status.

He asserted that he possessed because he regarded the property as his property and as trust property.

And when the nature of that possession became important during the Circuit Court hearing, Judge Newman himself asked whether Appellant was a "squatter" or "renter."

Thus, the character of Appellant's possession was not an abstract subject introduced for the first time in this Court.

Nor is the landlord-tenant framework foreign to Respondent's appellate position. Respondent now relies expressly upon §22-3-10(10), which grants magistrates authority in matters "between landlord and tenant and the possession of land." Resp. Br. p. 4.

Respondent's own Application alleged the landlord-tenant relationship as the basis for ejectment.

The controversy therefore already involved the magistrate's authority to award possession, the capacity in which Appellant claimed possession, and Respondent's invocation of a statutory landlord-tenant remedy.

C. Appellant submits that Rivers refines the governing framework rather than introducing an unrelated new claim.

Appellant recognizes the limit of this preservation argument.

He did not state below, in the exact words now used here, that "there was no express or implied landlord-tenant relationship and therefore Rivers requires denial of the Chapter 37 ejectment."

The Court should not be told otherwise.

The question is whether the more precise Rivers formulation is a genuinely different ground or instead the controlling legal framework for an authority and character-of-possession controversy already presented.

Appellant submits it is the latter.

Rivers does not create a new transaction, a new cause of action, a new claim for damages, or a new equitable remedy. It clarifies the legal consequence of the same eviction proceeding already before the courts: magistrates possess subject-matter jurisdiction over eviction actions, but their authority to grant a particular eviction turns first upon the factual existence of the landlord-tenant relationship.

That clarification also explains why Appellant’s former terminology of “subject-matter jurisdiction” was imprecise. Rivers itself explains that older South Carolina decisions frequently used “jurisdiction” where modern law more accurately speaks of the court’s “authority.”

Applying Rivers therefore narrows and corrects the legal analysis rather than asking this Court to adjudicate an unrelated controversy.

Yee v. City of Escondido, 503 U.S. 519, 534–35 (1992), is persuasive only by analogy. Yee distinguishes a new claim from a different legal argument supporting a claim properly presented below. South Carolina preservation law, not Yee, controls this appeal.

Under First Carolina, Cone, Atlantic Coast Builders, Johnson, Delta Apparel, Wilder, and Dunbar, Appellant submits that the Rivers argument should not be treated as clearly unpreserved merely because the precise modern doctrinal formulation was not used below.

D. The §18-7-170/Burns error remains independently before this Court.

Even if this Court concludes that the specific Rivers tenancy formulation was not preserved as an independent ground for reversal, Respondent’s preservation argument does not dispose of the entire appeal.

The §18-7-170/Burns issue is independent.

The Circuit Court’s statement defining its own appellate role occurred in the very proceeding now under review:

“My role here today is to review whether that magistrate committed any error of law.”

(Tr. p. 17, ll. 6–8.)

Whether that stated standard correctly described the Circuit Court’s statutory review function is a question concerning the Circuit Court’s own appellate disposition.

Section 18-7-170 says “errors of law or fact.”

Bowers describes the Circuit Court’s scope as broad.

Burns addresses the consequence of an erroneous Circuit Court review standard.

Thus, even if the Court accepts Respondent's preservation objection to some portion of the refined Rivers argument, the review-standard error remains a separate ground for reversal and remand.

The appeal should not stand or fall entirely upon preservation of Rivers.

VI. EQUITY SUPPORTS EXAMINATION OF THE SUBSTANCE OF THE PARTIES' RELATIONSHIP BUT DOES NOT OVERRIDE GOVERNING SOUTH CAROLINA LAW.

Appellant invoked equity repeatedly below, but equity does not furnish a basis to disregard South Carolina statutes or controlling decisions.

The equitable principle relevant to this Reply is narrower.

South Carolina recognizes that equity looks to substance rather than form. *Wilkie v. Philadelphia Life Insurance Co.*, 187 S.C. 382, 393–94, 197 S.E. 375, 380 (1938).

But that principle does not manufacture a substantive right contrary to law. Rather, it assists a court in giving effect to the real substance of rights otherwise recognized.

Regions Bank v. Wingard Properties, Inc., 394 S.C. 241, 256–57, 715 S.E.2d 348, 356 (Ct. App. 2011), likewise recognizes equitable maxims as guides while acknowledging the companion principle that equity follows the law.

That limitation is important here.

Appellant does not ask this Court to invoke equity to nullify §18-7-170, Chapter 37, Rivers, a tax deed, or another positive-law rule.

Nor does Appellant ask this Court, through an equitable maxim, to determine that the Trust holds ultimate title.

The relevant point is one of substance.

Appellant repeatedly represented below that he claimed possession through ownership and trust interests, not through an acknowledged tenancy under West Palmetto.

That position does not prove title. But it identifies the substance of the position he actually asserted and demonstrates why the character of possession was disputed rather than conceded.

Rivers directs the legal analysis of that dispute.

If the actual relationship was landlord and tenant, the statutory eviction framework governs.

If the required landlord-tenant relationship did not exist, Rivers requires the eviction proceeding to end, leaving any genuine title or trust dispute for another forum competent to adjudicate those rights.

Equity therefore supplements rather than displaces the governing law.

VII. THE CIRCUIT COURT REJECTED APPELLANT’S OBJECTIONS, BUT IT DID NOT APPLY THE CONTROLLING REVIEW FRAMEWORK.

Respondent correctly argues that the Circuit Court did not simply refuse to issue a ruling. Resp. Br. pp. 4–5.

The Circuit Court ultimately stated:

“I deny the appeal ... I deny and dismiss the appeal.”

(Tr. p. 26.)

Appellant therefore does not maintain that no ruling occurred.

The issue is the framework under which that ruling was reached.

The Circuit Court addressed Appellant’s \$7,500 jurisdictional theory and his broader equity and jurisdiction assertions. But in doing so, it expressly stated that its appellate role was to determine whether the magistrate committed an “error of law.”

At the same hearing, the Court itself questioned whether Appellant’s relationship to the property was that of a renter, a squatter, or something else, and expressly acknowledged that portions of its factual discussion were based upon “surmising.”

The resulting problem is not that this Court should make its own factual findings.

The problem is that the tribunal South Carolina law gives the broad §18-7-170 review function expressly described that function more narrowly than the statute does while dealing with factual matters material to Respondent’s chosen ejectment remedy.

Section 18-7-170 and Burns support remand for application of the correct standard.

Rivers identifies why the character of possession matters when that review is performed.

CONCLUSION

Respondent has demonstrated that the value of the property, standing alone, does not convert this possession proceeding into a damages action governed by the \$7,500 limitation in §22-3-10(2).

Respondent has also demonstrated that Rule 18 does not automatically require every magistrate appeal to become an entirely new evidentiary trial.

Neither proposition answers the narrower errors presented here.

The Circuit Court expressly stated that its role was limited to determining whether the magistrate committed an “error of law.” Section 18-7-170 authorizes reversal for errors of “law or fact,” and Bowers confirms that the Circuit Court possesses a broad scope of review.

Stanford and Bagnal recognize an ordinary presumption favoring affirmance when the evidence supports the magistrate and the record does not show that the Circuit Court’s judgment was controlled or affected by legal error. Here, the transcript itself supplies the circumstance those cases found absent: the Circuit Court expressly stated a narrower legal-error-only standard.

Under *Burns v. Wannamaker*, 281 S.C. 352, 357, 315 S.E.2d 179, 182 (Ct. App. 1984), *aff’d* as modified on other grounds, 288 S.C. 398, 343 S.E.2d 27 (1986), the ordinary presumption does not resolve a case where the Circuit Court employed an erroneous review standard and failed to give contested facts the scrutiny contemplated by §18-7-170.

The factual inquiry mattered because Respondent expressly sought a landlord-against-tenant ejectment remedy.

Rivers v. Smith, 446 S.C. 293, 919 S.E.2d 545 (2025), holds that the magistrate must first resolve the primarily factual question whether a landlord-tenant relationship exists.

Rivers also makes clear that Appellant cannot prevail merely by pointing to the absence of rent or the absence of an agreement personally made with West Palmetto. South Carolina law permits oral tenancy under §27-35-10, a rent-free tenancy may exist, and a qualifying predecessor tenancy may pass to a purchaser under §27-35-50.

Likewise, *Rivers* recognizes that county public-record evidence of the purported landlord’s title will ordinarily suffice to satisfy the landlord’s burden in an unwritten-tenancy case.

But *Rivers* does not eliminate the tenancy determination.

The Return does not expressly identify a written lease, oral rental agreement, rent-free occupancy agreement, predecessor tenancy, or other factual basis creating the landlord-tenant relationship alleged in Respondent’s Application. Instead, the Return emphasizes the tax-sale and ownership documents leading to Respondent’s claimed right of possession.

That record required review under the correct statutory standard.

Respondent’s preservation argument does not eliminate the issue merely because Appellant failed below to articulate the precise doctrinal framework stated in *Rivers*. South Carolina law requires sufficient presentation of the substance of an objection; it does not invariably require the exact doctrinal name or identical wording later used on appeal. Appellant submits that *Rivers*

refines the authority and character-of-possession controversy already presented rather than creating an unrelated claim.

At minimum, the §18-7-170/Burns review-standard error remains independently before this Court.

Appellant therefore respectfully requests that this Court reverse the Circuit Court's judgment affirming the magistrate-court ejectment and remand this matter to the Circuit Court for review under the standard prescribed by S.C. Code Ann. §18-7-170 and the controlling principles governing eviction stated in *Rivers v. Smith*.

If, upon proper review, the required landlord-tenant relationship is not established, the Chapter 37 ejectment should be denied. Any remaining controversy concerning ultimate title, trust interests, or other property rights should be left without prejudice for determination in a separate proceeding before a court competent to adjudicate those rights.

Respectfully submitted,

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Dated: October 19, 2026

CERTIFICATE OF SERVICE

I certify that on October 19, 2026, I served one copy of the foregoing Appellant's Reply Brief upon counsel for Respondent by depositing the copy in the United States Mail, properly addressed, with sufficient first-class postage prepaid, addressed as follows:

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RECEIVED

Oct 19 2026

SC Court of Appeals

By: /s/ Samuel Tucker Collins, Jr.