

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

---

Appellate Case No. 2026-002260  
Circuit Court Case No. 2026-CP-10-01270

---

Willie Key and Caroline Key, Defendants,

of whom Willie Key is the Appellant,

v.

Ansonborough Housing Corporation d/b/a Ansonborough House, Respondent.

---

RETURN TO APPELLANT'S EMERGENCY WRIT OF SUPERSEDEAS AND AN ORDER  
OF RESTITUTION

---

**PLEASE TAKE NOTICE**, Respondent Ansonborough Housing Corporation d/b/a Ansonborough House (hereinafter "Respondent"), by and through undersigned counsel, will move before this Court to deny Appellant's Emergency Writ Of Supersedeas And An Order Of Restitution (hereinafter "Appellant's Emergency Motion") filed by Appellant Willie Key (hereinafter "Appellant"<sup>1</sup>). In support of this Return, Respondent presents to the South Carolina Court of Appeals as follows:

---

<sup>1</sup> When "Appellant" is referenced herein, it is meant to reference both Willie and Caroline Key.

### **PROCEDURAL HISTORY**

1. On or about June 1, 2012, Appellant and Respondent entered into a lease contract for the rental of real property located at 71 Society Street, Apt. 501, Charleston, SC 29401 (hereinafter the “Premises”).
2. On or around June 16, 2025, Plaintiff filed an Application for Ejectment in the Charleston City Magistrate (hereinafter “Magistrate”) based upon Appellant’s non-payment of rent in the amount of \$34,025.00 owed to Respondent as of that date.
3. On or around June 20, 2025, based upon the Application for Ejectment that was filed, the Magistrate determined there were grounds to issue a Rule to Vacate (hereinafter “Rule”) and served it upon Appellant.
4. On or around December 4, 2025, the Magistrate issued an order pursuant to § 27-40-790 requiring Appellant to pay rent during the pendency of the eviction action.
5. On or around December 16, 2025, Appellant filed a Notice of Appeal and accompanying Motion to Expedite Appeal or Stay Magistrate’s Order with the Charleston County Circuit Court in order to challenge the Magistrate’s § 27-40-790 Order.
6. On or around January 28, 2026, a hearing was held in the Charleston County Circuit Court before the Honorable J. Derham Cole, Jr., to consider Appellant’s appeal of the § 27-40-790 Order.
7. On or around February 19, 2026, Judge Cole issued an Order denying Appellant’s Appeal, ruling on the basis that “the order from which Tenant attempts to appeal is an interlocutory order.”

8. On or around March 4, 2026, due to the fact that Appellant had failed to comply with the terms of the Magistrate Court Order issued pursuant to § 27-40-790, the Magistrate issued a Warrant (hereinafter “Writ”) of Ejectment against Appellant.
9. On or around March 11, 2026, Appellant filed a Notice of Appeal of the Writ of Ejectment with the Charleston County Circuit Court.
10. On or around July 8, 2026, the Charleston County Circuit Court held a hearing before the Honorable Shawn Graham based upon Appellant’s appeal of the Writ of Ejectment.
11. On or around September 23, 2026, Judge Graham issued an order denying Appellant’s appeal to the Circuit Court.
12. On or around October 8, 2026, as a result of the Circuit Court’s denial of Appellant’s appeal, the Magistrate issued a Writ of Ejectment against Appellant.
13. On or about October 14, 2026, before the constable executed the set-out, Respondent discovered that Appellant had elected to voluntarily vacate the Premises.
14. On or about October 21, 2026, during a routine welfare check, Respondent entered Appellant’s apartment and discovered that Appellant had fully vacated the Premises, leaving only trash behind. As a result, Respondent retook possession of the Premises pursuant to Appellant’s surrender.
15. On or about October 26, 2026, Appellant filed a motion titled “Emergency Writ Of Supersedeas And An Order Of Restitution,” seeking a stay of the Writ of Ejectment executed on or about October 8, 2026, and an order to “command the Respondent to restore the Appellant to immediate physical possession of the subject property” or an equivalent unit.
16. On or around October 27, 2026, Respondent was served with Appellant’s Emergency Motion with an attached handwritten document which states: “New Address! Mr. Willie A. Key 1865

Grimball Rd. Charleston, S.C. 29412 Thanks!” (A copy of this handwritten document is attached hereto and marked as “Exhibit A”).

## **ARGUMENT**

### **I. Appellant Incorrectly Claims That a Stay Was in Place When the Charleston City Magistrate Issued the Writ of Ejectment on October 8, 2026.**

Appellant argues in their Emergency Motion that the most recent Writ of Ejectment served on Appellant was “[i]n direct violation of the stay protections intended under S.C. Code § 27-40-800(f)(1) and SCACR Rule 241[.]” However, Appellant’s conclusion is misguided.

S.C. Code § 27-40-800(f)(1) requires the Circuit Court to set a bond to stay the execution of a writ *after* an appellant files a notice of appeal with the South Carolina Court of Appeals or the South Carolina Supreme Court. S.C. Code § 27-40-800(f)(1). Similarly, Rule 241, SCACR, “Stay and Supersedeas in Civil Actions,” provides that, as a general rule, *after* a notice of appeal has been filed, the notice effectively stays the execution of an order unless an exception applies. Rule 241(a)–(b), SCACR. One such exception, set forth in Rule 241(b)(10), applies when the notice of appeal concerns a writ of ejectment for which a bond must be set pursuant to S.C. Code § 27-40-800. Rule 241(b)(10), SCACR. Although Rule 241 requires a bond to be set pursuant to S.C. Code § 27-40-800 for a stay to remain in effect, Rule 241(c), SCACR, provides an alternative mechanism by permitting a party to move for a writ of supersedeas in “a case subject to an exception,” but only “*after* service of the notice of appeal.” Rule 241(c)(1), SCACR.

Accordingly, Appellant’s assertion in their Emergency Motion that the execution of the writ violated stay protections “under S.C. Code § 27-40-800(f)(1) and SCACR Rule 241” is unfounded, as no stay had been imposed under either the statute or the appellate court rule at the time the writ was issued. Moreover, Appellant would have *first* been required to file a notice of appeal and, *before* surrendering the Premises, either have a bond set pursuant to S.C. Code § 27-

40-800 or apply for a writ of supersedeas pursuant to Rule 241(c)(1), SCACR in order for a stay of the Writ of Ejectment to have been imposed.

**II. As a Result of Appellant's Surrender of Possession of the Premises to Respondent, Appellant Now Seeks to Compel Respondent to Execute a New Lease Contract with Appellant.**

Upon review of Appellant's Emergency Motion, the request to stay the Writ of Ejectment is moot because Appellant voluntarily vacated the Premises *before* the set-out, thereby returning possession to Respondent. Appellant has already removed their belongings, vacated the Premises, and changed their mailing address, as reflected in the address listed beneath the signature line of their recently filed pleadings and in the attached Exhibit A. Appellant even acknowledged in their Emergency Motion that "[o]n Tuesday, October 13, 2026, defendants vacated the premises." In addition, during a routine welfare check, Respondent entered the Premises and confirmed that the apartment had been abandoned/surrendered, with only trash left behind. These facts collectively establish that possession of the Premises has been fully returned to Respondent. Because a Writ of Ejectment is a legal mechanism for restoring possession to a landlord, and possession has already been returned, there is no further need to enforce the Writ of Ejectment. Accordingly, the issue of whether the Writ of Ejectment should be stayed is now moot.

Due to the fact that the Writ of Ejectment cannot be stayed, Appellant now proposes an alternative remedy for the Court of Appeals' consideration—compelling Respondent to execute a new lease contract and provide housing for Appellant at its Community.

Because Appellant was lawfully evicted and surrendered possession of the Premises, requiring Respondent to execute a new lease would not enforce an existing agreement but create a new one. In *Lowcountry Open Land Trust v. Charleston Southern University*, the South Carolina Court of Appeals held that "a court has no authority to rewrite a contract and impose unwanted

obligations and terms under the guise of specific performance or judicial construction,” reversing an order “requiring the parties to renegotiate and enter into a new written extension agreement.” 376 S.C. 399, 411, 656 S.E.2d 775, 781 (Ct. App. 2007).

Consistent with this principle, Respondent is unaware of any statutory or precedential authority permitting a court to compel a landlord to enter into a new lease with a former resident who has surrendered possession of the leased premises. Accordingly, Appellant’s request to compel Respondent to execute a new lease or provide alternative housing is unsupported by any identified legal authority and should be denied.

### **CONCLUSION**

For the foregoing reasons, Respondent respectfully requests that this Court deny Appellant’s Emergency Motion in its entirety. No stay was in effect when the Writ of Ejectment was issued, and Appellant voluntarily vacated/surrendered the Premises, rendering the request to stay the Writ moot. Further, Appellant identifies no legal authority entitling them to an order compelling Respondent to execute a new lease or provide alternative housing. Accordingly, Respondent respectfully requests that this Court deny the relief sought in Appellant’s Emergency Motion.

Respectfully submitted,

**BROWNLEE WHITLOW & PRAET, PLLC**

s/ Eric G. Pettis  
Eric G. Pettis, SC Bar No. 105832  
P.O. Box 62975  
N. Charleston, SC 29419  
Tel/Fax (843) 213-6835  
Email: [epettis@bwpf-law.com](mailto:epettis@bwpf-law.com)  
**Attorney for Respondent**

October 29, 2026  
North Charleston, SC

# **EXHIBIT A**

New Address!

Mr. Willie A. Key  
1865 Grimball Rd.  
Charleston, S.C. 29412

Thanks !

**RECEIVED**

**Oct 29 2026**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM CHARLESTON COUNTY  
Court of Common Pleas

---

Appellate Case No. 2026-002260  
Circuit Court Case No. 2026-CP-10-01270

---

Willie Key and Caroline Key, Defendants,

of whom Willie Key is the Appellant,

v.

Ansonborough Housing Corporation d/b/a Ansonborough House, Respondent.

---

PROOF OF SERVICE

---

I certify that I have served the RETURN TO APPELLANT'S EMERGENCY WRIT OF SUPERSEDEAS AND AN ORDER OF RESTITUTION on Appellant by depositing a copy of it in the United States Mail, postage prepaid, on October 29, 2026, addressed to Mr. Willie A. Key, 1865 Grimball Rd., Charleston, SC 29412.

**BROWNLEE WHITLOW & PRAET, PLLC**

s/ Eric G. Pettis  
Eric G. Pettis, SC Bar No. 105832  
P.O. Box 62975  
N. Charleston, SC 29419  
Tel/Fax (843) 213-6835  
Email: [epettis@bwpf-law.com](mailto:epettis@bwpf-law.com)  
**Attorney for Respondent**

October 29, 2026  
North Charleston, SC