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Oct 29 2026

SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

APPEAL FROM RICHLAND COUNTY

Court of Common Pleas

Stephanie N. Lawrence, Master-in-Equity

Case No. 24-CP-40-4005

Appellate Case No. 2026-001756

James Burrell, as Personal Representative for
The Estate of Elizabeth Jones Burrell,
Respondent,

v.

Catherine Carroll, Deceased, and Any Unknown
Adults being a class designated as John Doe, and
any unknown infants or person under disability or
in the Military service being class designated as
Richard Roe, and Percy Morant,
Defendants,

of whom Percy Morant is the Appellant.

**APPELLANT'S VERIFIED EMERGENCY PETITION FOR REVIEW OF THE
OCTOBER 29, 2026 ORDER, FOR IMMEDIATE TEMPORARY STAY OF
REMOVAL, AND FOR EXTENSION OF TIME TO POST THE UNDERTAKING**

(Rule 241(c) and (d), SCACR; S.C. Code Ann. § 18-9-170)

Appellant Percy Morant, Jr., pro se, petitions this Court under Rule 241(c) and (d), SCACR, for review of the Judgment in a Civil Case signed October 29, 2026 by the Honorable Stephanie N. Lawrence, Master-in-Equity (the "October 29 Order"), which (1) denied Appellant's motion to extend the time to post the undertaking fixed by the Order Imposing Appeal Bond and Approving Stay of October 9, 2026 (the "Bond Order"), and (2) granted Respondent's motion for a writ of assistance, providing that Appellant "or any occupant may be removed from the property as of the date this order is entered."

Appellant asks this Court to enter an immediate temporary stay of removal, extend the time to post the undertaking, and modify the conditions of supersedeas as set out in Part V.

I. EMERGENCY AND COMPLIANCE WITH RULE 241(d)

1. Respondent filed his Motion for Writ of Assistance on October 28, 2026 at 11:45 AM. The October 29 Order was filed on October 29, 2026 at 10:36 AM, about twenty-three hours later. By its terms removal may occur "as of the date this order is entered." Appellant has not been served with a writ and has not been contacted by the Sheriff's Department as of the date of this Petition. Because removal could occur at any time, Appellant seeks relief on an emergency basis.

2. Appellant applied first to the Master, as Rule 241(d)(1), SCACR, requires. He filed his Motion to Extend Time on October 23, 2026, before the 5:00 PM deadline in the Bond Order, and asked the Master to rule promptly. A stamped copy is attached as Exhibit B. The Master denied it on October 29, 2026. The October 29 Order describes that motion as one "to extend the surety deadline and obtain it in the name of a non-party," and denies it. The October 29 Order therefore "failed to afford the relief which the petitioner requested." Rule 241(d), SCACR.

3. A copy of the October 29 Order taken from the public index of the Richland County Court of Common Pleas, bearing its electronic filing stamp, is attached as Exhibit A. Appellant has not been served with it. Appellant has not yet obtained a certified copy, which Rule 241(d)(3), SCACR, contemplates. The Clerk of this Court advised Appellant on October 29, 2026 that the public-index copy may be submitted with this Petition. Appellant will request a certified copy from the Richland County Clerk of Court and file it on receipt. The notice of appeal and amended notice of appeal, with their proofs of service, are attached as Exhibit G.

4. This Court's August 14, 2026 Order continued a temporary stay of the order on appeal until "an order from the master ruling on the motion to stay." The Master ruled in

the Bond Order. The Bond Order made the stay conditional on posting the undertaking by October 23, 2026. Appellant is therefore subject to removal by the October 29 Order unless this Court acts.

II. BACKGROUND

5. This appeal is from the Order on Adverse Possession and Occupancy, Not Ending Action, signed August 5, 2026 and filed August 6, 2026 (the "August Order"). Appellant filed a notice of appeal on August 7, 2026 and an amended notice on August 11, 2026. The August Order dismissed Respondent's adverse possession claim (Order ¶¶ 11-16), found that title remains in Catherine Carroll, that no estate was opened for her, and that her heirs have not been determined (¶¶ 17-22), and barred Respondent from residing in or renting the property pending that determination (¶ 32). The Master stated at the July 8, 2026 hearing, "I'm not going to make a determination on the heir." (Tr. 142:1-3.)

6. After a hearing on October 8, 2026, the Master signed the Bond Order on October 9, 2026. It requires, among other things, a bond of \$27,000.00 computed as eighteen months of rental value at \$1,500 per month, payable to Respondent as Personal Representative if the August Order is affirmed (¶ 3); execution "with two sureties" (¶ 2); a bond "secured by a surety company authorized to do business in the State of South Carolina" (¶ 4); posting with the Clerk by 5:00 PM on October 23, 2026 (¶ 6); an unbounded right of Respondent to "immediately and thoroughly inspect the entire premises" and to do so "throughout the appeal process" (¶ 7); immediate loss of the stay for any failure to comply timely (¶ 1) and for any failure "no matter how slight" (¶ 8). The Bond Order also states that the Court "will not accept sureties signed by the

Defendant in this action" (¶ 4). The Bond Order fixed the amount on October 9, 2026 and allowed fourteen days to post it. The \$27,000.00 figure equals eighteen months of rental value (¶ 3).

7. Appellant is unemployed. (Tr. 28:5.) On or about October 21, 2026 he applied to a licensed surety agency for the bond, and by email dated October 21, 2026 that application was declined in writing for adverse credit. On October 22, 2026 the agency advised that the cost of a bond is based on the applicant's credit score and that the only other option it could suggest was for someone with good credit to take the bond out in their own name, which it advised him to confirm with the court. Appellant's mother, Maxine Morant, applied on October 22, 2026. The surety's underwriter, Propeller, has requested a financial statement from her. She is assembling the records and expects to submit the statement by November 3, 2026. Appellant and his mother are also working with a bank and arranging an irrevocable trust in connection with the bond, which Appellant expects to require until at least November 15, 2026. The correspondence is attached as Exhibit D.

8. Respondent's Motion for Writ of Assistance states that Appellant "failed to secure the required Bond." It does not mention Appellant's pending Motion to Extend Time filed five days earlier. (Exhibit C ¶ 4.) The October 29 Order states that it rules on both motions "at the requests of the parties for a determination without a hearing." Appellant's Motion to Extend Time asked the Master to rule promptly. It did not ask that it be decided without a hearing. Appellant did not request that Respondent's Motion for Writ of Assistance be decided without a hearing, and he had no opportunity to respond to it before it was granted.

III. STANDARD

9. Supersedeas may be conditioned on "such terms, including but not limited to the filing of a bond or undertaking, as the lower court . . . may deem appropriate." Rule 241(c)(3), SCACR. The court "should consider whether such an order is necessary to preserve jurisdiction of the appeal or to prevent a contested issue from becoming moot." Rule 241(c)(2), SCACR. A party aggrieved by the lower court's ruling may petition this Court for review, Rule 241(d)(2) and (7), SCACR, and the terms of a supersedeas order continue "unless modified or revoked." Rule 241(c)(4), SCACR. Appellant has not located a decision of the appellate courts of this State stating the standard of review for a ruling on the terms of supersedeas under Rule 241(c). Because Rule 241(c)(3) leaves the terms to what the lower court "deems appropriate," Appellant treats the rulings as discretionary and contends that they rest on an error of law, or lack support in the record, as set out below.

IV. GROUNDS FOR REVIEW

A. Removal should not occur while a surety-company bond is being obtained.

10. Section 18-9-170 provides that a judgment directing delivery of possession of real property is stayed if a written undertaking is "executed on the part of the appellant, with two sureties," conditioned on no waste during possession and payment, on affirmance, of the value of use and occupation. S.C. Code Ann. § 18-9-170. The Bond Order requires that the undertaking be secured by a surety company (§ 4). Appellant's own application was declined for credit reasons, and the agency advised that the only other option was for a person with good credit to take the bond out in that person's name. Appellant's mother has applied. Appellant has not been able to confirm with the surety

company tonight whether the bond can issue with him as principal and his mother as indemnitor, or whether the company will require his mother to be the named principal. Whichever the company requires, Appellant will sign the undertaking himself as the appellant, so that it is executed on the part of the appellant as § 18-9-170 requires, together with the surety company and any non-party principal or indemnitor.

11. The October 29 Order denied the extension because the surety was to be obtained "in the name of a non-party." It does not discuss why the identity of the person who applies to the surety, or who agrees to indemnify it, matters to Respondent. Paragraph 4 of the Bond Order excludes "sureties signed by the Defendant"; a bond issued by an authorized surety company, with a non-party as applicant or indemnitor, is not a surety signed by the Defendant. The undertaking binds the surety to the same two conditions regardless of who stands behind it, and Respondent receives the same protection. A person who cannot qualify personally for a bond may ask a family member to apply or to indemnify the surety, and a rule that forbids it would make the stay available only to appellants with good credit.

B. The request for time was made before the deadline, for cause, and without prejudice to Respondent.

12. The request was filed before the 5:00 PM deadline on October 23, 2026, with a showing of good cause. Rule 6(b), SCRCP, permits a court to enlarge a period "for cause shown" if the request is made before the period expires. The October 29 Order states no reason for denial beyond the identity of the applicant. The amount of the undertaking was not fixed until October 9, 2026, and the deadline gave Appellant fourteen days to obtain a \$27,000.00 bond from a surety that had already declined him, in

an appeal for which the Bond Order computes the undertaking on eighteen months of rental value.

13. Respondent is not prejudiced by a short extension. Respondent himself testified that the house is insured. (Tr. 68:8-10.) The August Order bars Respondent from residing in or renting the property (¶ 32). Respondent has not alleged waste, and the Master has identified none. The Master found that Appellant "did pay some property taxes and provide some basic upkeep." (August Order ¶ 26.)

C. The writ was granted without notice or an opportunity to respond, on a motion that omitted the pending request for an extension.

14. Respondent's motion was filed at 11:45 AM on October 28, and the October 29 Order granting it was filed at 10:36 AM the next day. Appellant had no opportunity to respond. The motion described the bond as not secured without disclosing Appellant's pending motion, and the October 29 Order recites a request for a determination without a hearing that Appellant did not make as to the writ. Appellant recognizes that the Bond Order provides that failure to post by the deadline lifts the stay (¶¶ 1, 6), that the Master stated at the July 8, 2026 hearing that she would not require the parties to return for a writ hearing if Appellant did not leave by August 10 (Tr. 138:14-139:7), and that the August Order states that the Court "will issue any necessary separate Writs or Orders for Removal" (¶ 30). Those provisions addressed the removal directed by the August Order and the deadline in the Bond Order. They did not address a timely motion to extend that deadline, which was pending when Respondent moved for the writ, and which the October 29 Order denied in the same ruling that granted the writ.

D. Removal before review would moot the issues on appeal.

15. The August Order directs removal although it dismissed the only claim before the Master, identifies no party holding title or a right of possession, and leaves heirship to the Probate Court. (August Order ¶¶ 11-22, 29.) If Appellant is removed and the property is sold or occupied by others, this Court may be unable to give effective relief. That is the outcome Rule 241(c)(2) directs courts to prevent. A lis pendens remains of record, but it may not prevent a conveyance.

E. The conditions of the Bond Order should be modified.

16. *Amount and payee.* Paragraph 3 fixes \$27,000.00 as "reasonable monthly market rental value" for eighteen months, without identifying in the Bond Order any appraisal, comparable rental, or testimony on which the figure rests. It makes the sum payable to Respondent although the August Order finds that the property "remains titled in" the name of Catherine Carroll (¶ 19), leaves her heirs to be determined, and bars Respondent from residing in or renting the property (¶ 32). Any sum paid on affirmance should be paid to the Clerk and held for the party finally determined to be entitled to it.

17. *Inspection.* Paragraph 7 grants an unbounded right of entry "throughout the appeal process" with no notice, schedule, or mechanism to resolve disputes. Appellant accepts a reasonable baseline inspection and proposes terms in Part V.

18. *Forfeiture.* Paragraphs 1, 6, and 8 provide that any failure "no matter how slight" lifts the stay immediately, without notice, findings, or an opportunity to cure. Section 18-9-170 conditions the stay on no waste and payment on affirmance, not on timeliness of every step.

19. *Candor*. Appellant's earlier filings described § 18-9-190 as authority to reduce security because of his finances. On review, Appellant acknowledges that § 18-9-190 permits dispensing with or limiting security for appellants acting in another's right, and limiting security that would otherwise exceed \$50,000. Appellant relies instead on Rule 241(c)(3), which permits "such terms" as the court deems appropriate, and on the directive of § 18-9-170 that the sum be fixed by the judge.

V. RELIEF REQUESTED

Appellant respectfully requests that this Court:

- (a) immediately enter a temporary stay of removal under the October 29 Order, including any writ of assistance and any removal by the Richland County Sheriff's Department, pending decision of this Petition, and confirm that Appellant remains in possession in the interim;
- (b) extend the time to post the undertaking to 5:00 PM on December 1, 2026 or, in the alternative, to a date no earlier than November 15, 2026, and provide that no writ may issue or be executed before that time;
- (c) confirm that the undertaking may be issued by an authorized surety company on the application of, or with as principal or indemnitor, a non-party, so long as Appellant also executes it as appellant, and that such an undertaking satisfies Paragraphs 2 and 4 of the Bond Order;
- (d) fix the undertaking at a nominal sum, or in the alternative remand for an evidentiary hearing and written findings on the value of use and occupation, if any, the expected duration of the appeal, and Respondent's entitlement to security;

- (e) direct that any sum paid on affirmance be paid to the Clerk of Court and held for the party finally determined to be entitled to it;
- (f) replace Paragraph 7 with one baseline inspection on at least 48 hours' written notice, on a weekday between 9:00 AM and 5:00 PM, not exceeding two hours, with Appellant present, and thereafter no more than once every 90 days on at least five days' written notice, limited to determining whether waste has occurred, with disputes presented to the Master;
- (g) replace Paragraphs 1 and 8 with written notice of any claimed failure, ten days to cure, and an order of the Master after an opportunity to be heard before the stay is lifted;
- (h) order that Respondent not sell, convey, or encumber the property while this appeal is pending and until the heirs of Catherine Carroll are determined; and
- (i) grant such other relief as is just.

October ____, 2026

s/ Percy Morant, Jr.
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VERIFICATION

STATE OF SOUTH CAROLINA)
COUNTY OF _____)

Personally appeared before me Percy Morant, Jr., who, being duly sworn, states that he is the Appellant in this matter, that he has read the foregoing Petition, and that the facts stated in it are true of his own knowledge, except as to matters stated on information and belief, and as to those matters he believes them to be true.

s/ Percy Morant, Jr.
Percy Morant, Jr.

Sworn to and subscribed before me this ____ day of October, 2026.

Notary Public for _____
My commission expires: _____

INDEX OF EXHIBITS

Exhibit A: Judgment in a Civil Case (Form 4), signed October 29, 2026 (public index copy; certified copy to follow)

Exhibit B: Appellant's Motion to Extend Time, filed October 23, 2026, with its exhibit (surety correspondence)

Exhibit C: Respondent's Motion for Writ of Assistance, filed October 28, 2026

Exhibit D: Written correspondence with the surety agency, October 21 to 23, 2026

Exhibit E: Order Imposing Appeal Bond and Approving Stay, signed October 9, 2026

Exhibit F: Excerpts, July 8, 2026 hearing transcript, pages 28, 68, and 138 to 139

Exhibit G: Notice of Appeal and Amended Notice of Appeal, with proofs of service