STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas
Joe M. Crosby, Master-in-Equity
Trial Court Case No. 2010 CP 22 1583
Appellate Case No. 2012 213400

RECEIVED
FEB 29 2016
SC Court of Appeals

Wachesaw Plantation East Community Services Association, Inc.,

Respondent,

v.

Todd C. Alexander,

Appellant.

INITIAL BRIEF OF WILLIAM GEORGE, THIRD PARTY BIDDER

Jack M. Scoville, Jr., P.A.
Jack M. Scoville, Jr.
Post Office Drawer 1228
Georgetown, South Carolina 29442
(843) 546-1130 (telephone)
(843) 546-0726 (facsimile)
Attorney for Third Party Bidder

TABLE OF CONTENTS

TABLE OF AUTHORITIES:

State Cases:

Statutes and Rules

Other Authorities

I. STATEMENT OF ISSUES ON APPEAL

A. Does Appellant address the standard of review?

B. Should the sale be set aside?

1. Does the sales price shock the conscience?
2. Was the sales price inadequate?
3. Was the sale accompanied by irregularities?

C. Did Appellant properly preserve issues raised on appeal?

1. Forfeiture
2. Unjust enrichment

D. Did Appellant redeem the property timely?

E. Does public policy require affirmance?

II. STATEMENT OF THE CASE

The original case here was to foreclose a homeowners' association assessment lien. Service of the Summons, Complaint, and Lis Pendens was properly made on the Appellant, Todd C. Alexander. He subsequently defaulted and an Order of Default was issued. He was notified of the Order of Default, Order of Reference, and the hearing date and place by mail on April 1, 2011. He did not appear at the hearing. The Master's Report and Judgment of Foreclosure and Sale was issued on April 19, 2011. No appeal was taken from the final decree. The sale was duly advertised, and the property was sold at public auction on June 6, 2011. Bidding was competitive and the sale price was $181,000.00. The successful bidder was William George, acting through his agent Alton Swann. Mr. George complied with the terms

of sale by paying the bid amount to the Master. On June 17, 2011, before the Master had issued the deed, Appellant filed a Motion to Vacate Sale, alleging that the sale price was inadequate; he had a right to redeem at any time until the deed was issued by the Master, and he had been unable to attend to his business because of ill health. A hearing was held on the motion to vacate on June 21, 2011. The Master issued his order denying the motion on August 9, 2011. Appellant did not file a motion to alter or amend the judgment pursuant to SCRCP Rule 59(e). The Master's deed was recorded August 25, 2011. Notice of Intent to Appeal that order was served on September 8, 2011. No bond was posted to stay the sale. No motion for supercedeas or to stay the sale was made.

On May 25, 2012, the appeal was dismissed by the Court of Appeals on the grounds that the appeal was moot. Alexander filed a Petition for Rehearing that was denied on October 18, 2012. Alexander filed a Petition for a Writ of Certiorari on November 15, 2012. The Petition was granted on April 3, 2014. The Supreme Court ruled the matter was not moot and remanded the case to the Court of Appeals to determine the appeal of the order denying the motion to set aside the sale.

III. STATEMENT OF FACTS

Appellant personally signed the receipt for the certified letter containing the Lis Pendens, Summons, and Complaint. [RA] Appellant was properly served and

given timely notice of all proceedings required by law. [RA] He states in his brief that he did not "know" of the order of reference or the hearing because the order and notice of hearing were "mailed to his post office box." [Appellant's Initial Brief, page3] That is all the law requires. Appellant ignored this action until after the property was sold. He asserts no irregularity on the part of any party or the Master. The Appellant does not raise any issue of lack of jurisdiction or notice and has not contested the validity of the foreclosure proceedings in any way.

While Appellant may have had health problems, nothing has been presented that shows he was unable to look after his business for more than eight months while this action was pending.

IV. STANDARD OF REVIEW

The determination of whether to set aside a foreclosure sale is a matter within the discretion of the trial court. *Wells Fargo Bank, NA v. Turner,* 378 S.C. 147, 150, 662 S.E.2d 424, 425 (Ct.App.2008). "An abuse of discretion occurs when the conclusions of the circuit court are either controlled by an error of law or are based on unsupported factual conclusions." *Carson v. CSX Transp., Inc.,* 400 S.C. 221, 229, 734 S.E.2d 148, 152 (2012).

V. ARGUMENT

A. Appellant fails to address the standard of review.

Nowhere in his brief does Appellant address the standard of review. He fails to argue that the Master's refusal to set aside the sale was an abuse of discretion, was controlled by an error of law, or was based on unsupported factual conclusions. The Master's decision should be affirmed on this ground alone.

B. The sale was regular in all respects and should not be set aside.

Appellant contends the sale should be set aside because the sales prices was inadequate and accompanied by circumstances justifying setting it aside. The sale should be confirmed for the following reasons.

1. Appellant has not appealed the Master's finding that the fair market value was the bid price.

The Master found the fair market value of the property was $181,000.00 based on the competitive bidding at the sale. Appellant has not appealed this finding by the Master and it is the law of the case. The statement of each issue on appeal shall be concise and direct, and broad general statements of issues may be disregarded by this Court. Rule 208(b)(1)(B), SCACR. Ordinarily, no point will be considered which is not set forth in the statement of the issues on appeal. Every ground of appeal

ought to be so distinctly stated that the reviewing court may at once see the point which it is called upon to decide without having to 'grope in the dark' to ascertain the precise point at issue." *Jones v. Lott,* 387 S.C. 339, 692 S.E.2d 900, (2010), *Forest Dunes Assocs. v. Club Carib, Inc.,* 301 S.C. 87, 390 S.E.2d 368, (Ct.App.1990)

It is a fundamental rule of law that an appellate court will affirm a ruling by a lower court if the offended party does not challenge that ruling. *Lindsay v. Lindsay,* 328 S.C. 329, 491 S.E.2d 583 (Ct.App.1997), *cert. denied* (June 18, 1998). Failure to challenge the ruling is an abandonment of the issue and precludes consideration on appeal. The unchallenged ruling, right or wrong, is the law of the case and requires affirmance. *First Union Nat. Bank of S. Carolina v. Soden*, 333 S.C. 554, 511 S.E.2d 372, (Ct. App. 1998)

Thus the issue of the value of the property is resolved. There is no inadequacy of the sales price because the property was sold at fair market value.

2. The Master's finding that the fair market value of the property sold was the bid price was correct.

Even if the issue of the value is somehow preserved, the Master's ruling was correct. In his order, the Master found that the fair market value of the property at the time of the auction was $181,000.00.[RA] He based this finding on the facts that the sale was regular in all respects and there was competitive bidding. South

Carolina follows the rule that the price paid at an auction sale of property is competent evidence of value, but is not exclusive. *Maynard v. Bank of Kershaw,* 188 S.C. 160, 198 S.E. 188 (1938). Although, at the hearing to vacate the sale, Appellant's attorney argued the tax assessor valued the property at around $316,000, no evidence was submitted to support that claim. In this case the only other evidence of value besides the auction price was the affidavit of Mr. Alexander in which he states, without any foundation, that the house is worth in excess of $300,000. [Alexander affidavit, Exhibit] The Master made a finding based on the evidence presented that the bid price was the fair market value. A sale at fair market cannot be inadequate.

3. The sale was regular in all respects.

Appellant contends the sale should be set aside on two grounds. The first is the consideration was inadequate. The second is he had health problems that prevented his protecting his interests. Both are insufficient to set the sale aside.

A judicial sale can be set aside for only two reasons: (1) the inadequacy of the price is so gross as to shock the conscience of the court; or (2) the price is inadequate and this inadequacy is accompanied by other circumstances that warrant the interference of the court. *E. Sav. Bank, FSB v. Sanders*, 373 S.C. 349, 644 S.E.2d 802, (Ct. App. 2007)

a. The sales price does not shock the conscience.

In *E. Sav. Bank, FSB v. Sanders*, 373 S.C. 349, 644 S.E.2d 802, (Ct. App. 2007), the Court held that a bid of 1/3 of the actual value of the property was not so inadequate as to shock the conscience. The Court noted:

> South Carolina has not established a bright line rule for what percentage the sale value must be with respect to the actual value in order to shock the conscience of the court. However, a search of South Carolina jurisprudence reveals only when judicial sales are for less than ten percent of a property's actual value, have our courts consistently held the discrepancy to shock conscience of the court. In *Investors Sav. Bank v. Phelps,* 303 S.C. 15, 19, 397 S.E.2d 780, 782 (Ct.App.1990), this court affirmed the master's decision to set aside a sale where the bid of $510.00 was slightly more than one percent of the original amount of the loan and mortgage. We found that even if the property was worth only a fourth of the amount loaned on it four and a half years earlier, the bid was still only four percent of the value.

In *Peoples Fed. Sav. & Loan Ass'n v. Graham,* 291 S.C. 178, 352 S.E.2d 511 (Ct.App.1987), the court found the sale price of $48,100.00 for property subsequently appraised at $73,000.00, was not so inadequate as to shock the conscience of the court and affirmed the trial court's decision not to set aside the sale. The court stated, "Although the sale price in the instant case was less than the value of the property, it was not so grossly inadequate as to shock...."

In this case, Mr. Alexander asserts the value of the property to be $316,800.00. No appraisal has been submitted to show fair market value as of the date of sale, which occurred after the real estate bubble burst in 2008. The bid price was

$181,000.00 which is 57% of the asserted tax assessed value. This price was reached as the result of competitive bidding. A sales price of 57% of the fair market value cannot shock the conscience of the Court.

b. The sale price was not inadequate.

Construing the evidence most favorably to George, the sales price was fair market value. Construing it most favorably to Appellant, it was 57% of fair market value. Either amount is not an inadequate price. Appellant cites no authority that supports the argument that a sales price of 57% of real value is inadequate.

c. The sale was not accompanied by other circumstances warranting judicial interference.

"No doubt the rule is that inadequacy of price unless it is so gross as to shock the conscience, or accompanied by other circumstances warranting the interference of the court, is not enough to move the court to set aside a sale fairly made. All the cases recognize the principle that where a party in interest has been misled to his detriment by the officer making the sale, through no fault of his own, relief may be had. Ordinarily, however, it will not be granted for such mistakes or errors of judgment, unless they have been caused or contributed to by the officer making the sale, or the purchaser. It is also true that it is the policy of the law to sustain judicial sales fairly

made, a wholesome rule which should be firmly adhered to." *Bonham v. Cave*, 102 S.C. 308, 86 S.E. 681, (1915).

"[T]he circumstances impeaching the fairness of the transaction should relate to the conduct of the officer making the sale .... or to the conduct of the purchaser participating in the attempt to stifle competition or affected with notice thereof...." *Appeal of Paslay,* 230 S.C. 55, 94 S.E.2d 57, (1956)). If neither the officer making the sale nor the purchaser contributed to the mistake of a party intending to bid higher, and the sale was fair and regularly conducted, simply because a party intended to bid higher, but neglected to do so, or was prevented by a mistake, is not a sufficient ground for setting aside a judicial sale. *see also Howell v. Gibson,* 208 S.C. 19, 37 S.E.2d 271 (1946), (declining to set aside the sale where a plan to bid did not succeed, but its failure was due to no fault of the master, auctioneer, the winning bidder or any other person connected with the sale, but was due to the negligence or fault of the party complaining).

In the present case, there is no assertion, much less evidence, of any irregularity in the sale by the Master, the Respondent, or anyone else. There is simply no reason to set the sale aside.

C. THE PROPERTY WAS NOT REDEEMED.

Appellant argues he timely redeemed the property by offering payment of the judgment to the Homeowners' Association attorneys after the sale but before the deed was issued. Under the law, Appellant's offer was too little too late.

1. Appellant has not tendered payment to redeem the property.

Although Appellant argues in his brief that he tendered payment, according to the affidavit of his attorney, only an offer of payment was made. [RA] No money was presented to the homeowner's association or paid to into the court by Appellant as tender for the debt.

To constitute a good tender, the law requires payment to be in money, for the proper amount due, made to the proper person, at the proper place. *See Aldrach v. South Carolina Light, Power & Railways Co.,* 101 S.C. 32, 85 S.E. 164 (1915) (payment must be in money); *Tolbert v. Fouche,* 129 S.C. 338, 123 S.E. 859 (1924) (proper amount due); *Maryland Cas. Co. v. Hanson Dredging, Inc.,* 393 So.2d 595 (Fla.App.1981) (tender must be made to proper person); *McFarland v. Christoff,* 120 Ind.App. 416, 92 N.E.2d 555 (1950); *Waller v. Brooks,* 267 Cal.App.2d 389, 72 Cal.Rptr. 228 (1968) (tender must be made at proper place). *Anderson v. Citizens Bank*, 294 S.C. 387, 395, 365 S.E.2d 26, 31 (Ct. App. 1987) overruled on other

grounds by *Ward v. Dick Dyer & Associates, Inc.*, 304 S.C. 152, 403 S.E.2d 310 (1991).

A tender cannot be made during the pendency of an action without paying the sum tendered into court, under an order of the court, preserving the rights of the litigants. Parties cannot by offers to pay, stop interest, unless they go further and pay the money so offered into court. *Manning v. Brandon Corp.,* 163 S.C. 178, 161 S.E. 405, 407-08 (1931). Thus, even if Appellant had the right to redeem up until the deed was issued, he has not done so.

2. Appellant's right to redeem terminated the day of the sale.

The sale and terms of a foreclosure are ordered and dictated by the Judgment of Foreclosure and Notice of Sale, which are both a matter of public record. *Wells Fargo Bank v. Turner.* 378 S.C. 147, 662 S.E.2d 424. (Ct. App., 2008). The decree of foreclosure in this case states "[t]he Defendant(s) shall on or before the date of the sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.... *On default of payment at or before the time herein indicated*, the liened premises described in the Complaint, as hereinafter set forth, shall be sold by the undersigned Master-in-Equity at public auction..." (Emphasis added) [RA]

The Notice of Sale states "I, the undersigned Master-in-Equity for Georgetown County, *will sell on June 6, 2011*, at 12:00 noon ...." (emphasis added)

Thus the Decree and Notice of Sale set the time to redeem the property as on or before the day of the auction. Appellant did not redeem by then and lost the right to do so.

The common and statutory law supports this analysis. The common law as amended by statute confirms the principle that the right to redeem ceases once the property is sold at auction. The common law mortgage was a conveyance of real property, subject to a condition of defeasance upon repayment of the debt by the due date. If the debt was not repaid when due, the mortgagee became the owner in fee simple absolute at law. *Mitchell v. Bogan*, 45 S.C.L. (11 Rich.) 686, 696 (1857)

In 1791 the common law was modified by statute in South Carolina. The Act of 1791 provided that henceforth "the mortgagor shall be still deemed owner of the land, and the mortgagee as owner of the money lent or due, and shall be entitled to recover satisfaction for the same out of the land ...." Section II, Act No. 1496, 5 Stat. at Large 170 (1791). A corresponding change was made in the procedure to foreclose the mortgage. In lieu of an action for strict foreclosure in chancery, the Act authorized a suit in the court of common pleas for judgment on the debt, with power granted to the court, before judgment, to order a sale of the property and satisfy the

debt from the proceeds. The Act stated: "... *the mortgagor shall be forever barred and foreclosed by such sale from his equity of redemption*, in as complete a manner as if the same had been foreclosed in a court of chancery ...." Section I, id., at 169–170. Strict foreclosure in a court of equity was thus replaced with foreclosure by sale in a court of law. *Bartles v. Livingston,* 282 S.C. 448319 S.E.2d 707(Ct. App. 1984)

The statutes define "sale" as the auction, not the issuance of the deed:

> In all judicial sales of real estate for the foreclosure of mortgages and sales in execution the bidding shall not be closed upon the day of sale but shall remain open until the thirtieth day after such sale, exclusive of the day of sale. Within such thirty day period any person other than the highest bidder at the sale or any representative thereof in foreclosure and execution suits may enter a higher bid upon complying with the terms of sale by making any necessary deposit as a guaranty of his good faith, and thereafter within such period any person, other than such highest bidder at the sale or any representative thereof, in foreclosure suits may in like manner raise the last highest bid, and the successful purchaser shall be deemed to be the person who submitted the last highest bid within such period and made the necessary deposit or guaranty. But the mortgagee or his representative shall enter such bid as he desires at the time the sale is made, and he and all persons acting in his behalf shall be precluded from entering any other bid in any amount at any other time except the single or last bid made by him or in his behalf at the sale. If the thirtieth day falls on Sunday the bidding shall be closed on the Monday immediately following.
>
> The bidding shall be reopened by the officer making the sale on the thirtieth day after the sale, exclusive of the day of the sale, at eleven o'clock in the forenoon and the bidding shall be allowed to continue until the property shall be knocked down in the usual custom of auction to the successful highest bidder complying with the terms of sale. The sales officer shall announce the sales about to be closed and

shall receive the final bids in such sales in the order determined by him. S.C. Code Ann. § 15-39-720 (emphasis added)

Here the Appellant failed to redeem the property as required by the decree, the Notice of Sale, or statute. His right to redeem ceased once the sale was made. He did not timely redeem the property.

D. FORFEITURE IS NOT AN ISSUE IN THIS CASE.

Appellant argues upholding the sale will constitute a forfeiture. Neither the law nor the facts of this case support Appellant's position.

1. The issue of forfeiture was not preserved for appeal.

The Master's order does not address the issue of forfeiture. No motion to alter or amend the order was made by Alexander. Therefore, the issue of the sale amounting to a forfeiture was not preserved for review.

A great number of reported cases in South Carolina for at least four generations, and more recently the appellate court rules and rules of civil procedure, have emphasized the importance and absolute necessity of ensuring that all issues and arguments are presented to the lower court for its consideration. Issues and arguments are preserved for appellate review only when they are raised to and ruled on by the lower court. *E.g., Wilder Corp. v. Wilke,* 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("It is axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate

review."); *Long v. Dunlap,* 87 S.C. 8, 68 S.E. 801 (1910) (Supreme Court will not consider any point which was not presented and considered below unless it involves jurisdiction of the court); *Gaffney v. Peeler,* 21 S.C. 55 (1884) (question of law which was not presented to or passed upon by the trial court cannot be raised on appeal); Rule 210(c), SCACR (record on appeal shall not include matter which was not presented to lower court).

The rules contemplate two basic situations in which a party should consider filing a Rule 59(e) motion. A party *may* wish to file such a motion when she believes the court has misunderstood, failed to fully consider, or perhaps failed to rule on an argument or issue, and the party wishes for the court to reconsider or rule on it. A party *must* file such a motion when an issue or argument has been raised, but not ruled on, in order to preserve it for appellate review. *Elam v. S. Carolina Dep't of Transp.*, 361 S.C. 9, 602 S.E.2d 772, (2004).

In this case, the Master did not rule on the forfeiture issue and no Rule 59(e) was filed to preserve the issue. It cannot be considered in this appeal.

2. Mr. Alexander's failure to redeem the property makes the issue of a forfeiture moot.

As discussed at length in *Bartles v. Livingston,* 282 S.C. 448, 319 S.E.2d 707 (Ct.App.1984), the common law recognized an equitable right of redemption in the

context of mortgages well before any statutory right was granted. The mortgagor was given an equitable right to redeem the property irrespective of the terms of the mortgage and this right to redeem was considered an equitable interest in the land. The right to redeem was recognized to prevent forfeitures. Mr. Alexander is essentially asking this court to give him a second right to redeem. Having failed to exercise that right, he should not be given a second bite at the apple under the facts of this case.

Even if the issue is preserved and the law would allow a second right to redeem, Alexander is not entitled to do so based on the facts. There are a number of case-specific factors to consider in making a determination to set aside a transaction as a forfeiture. These factors include the amount of equity the purchaser has accumulated, the length and number of defaults, the amount of forfeiture, the speed in which equity is sought, and the amount of money the purchaser would forfeit in relation to the purchase price of the property. *Cody Disc., Inc. v. Merritt*, 368 S.C. 570, 575, 629 S.E.2d 697, 700 (Ct. App. 2006). The Appellant failed to present evidence on these issues. He also disregards the fact that he will receive the proceeds of the sale after the lien is paid. That will amount to more than $170,000.00. There is no forfeiture in this case.

E. UNJUST ENRICHMENT IS NOT APPLICABLE TO THIS CASE.

1. The issue of unjust enrichment was not preserved for review.

Just like the issue of forfeiture was not preserved for review, so too is the issue of unjust enrichment. The Master-in-Equity did not address this issue in his order and no Rule 59(e) motion was filed to preserve the issue. It is therefore not properly before this Court.

2. Unjust enrichment does not apply in this case.

Even if the matter was somehow preserved, the Appellant cannot prevail because neither fhe facts nor the law support the claim. Appellant's argument is based solely on dicta in the case of *Federal National Mortgage v. Brooks*, 304 S.C. 506, 405 S.E.2d 604 (Ct. App 1991). In that case, the Special Referee had set aside a sale that was fraught with irregularities. The successful bidder, whose bid of $875 was for equity worth $27,000, was able to take advantage of the irregularities. The trial court there held the price was inadequate which when coupled with the irregularities of sale, required the sale to be set aside. The trial court further justified his ruling by stating that the bidder would be unjustly enriched if the sale were not set aside.

Inherent is every case where a sale was set aside is the idea that the bidder is getting an unfair bargain. The right of redemption and the rules allowing a court to

set aside a sale are the safeguards to prevent that unfairness. However, the doctrine of unjust enrichment has no application to this case. "A party may be unjustly enriched when it has and retains benefits or money which in justice and equity belong to another." *Dema v. Tenet Physician Servs.–Hilton Head, Inc.*, 383 S.C. 115, 123, 678 S.E.2d 430, 434 (2009). The remedy for unjust enrichment is restitution. See *Sauner v. Pub. Serv. Auth. of S.C.*, 354 S.C. 397, 409, 581 S.E.2d 161, 167 (2003) ("Restitution is a remedy designed to prevent unjust enrichment."). To recover restitution in the context of unjust enrichment, the plaintiff must show: (1) he conferred a non-gratuitous benefit on the defendant; (2) the defendant realized some value from the benefit; and (3) it would be inequitable for the defendant to retain the benefit without paying the plaintiff for its value. *Campbell v. Robinson*, 398 S.C. 12, 24, 726 S.E.2d 221, 228 (Ct.App.2012); None of these elements are met here.

F. EQUITABLE PRINCIPLES REQUIRE AFFIRMANCE

"Equity aids the vigilant, not those who slumber on their rights." *Hemingway v. Mention,* 228 S.C. 211, 89 S.E.2d 369 (1955). *Eldridge v. Eldridge*, 398 S.C. 113, 728 S.E.2d 24, (2012/ A court of equity may therefore refuse relief to one who has been dilatory or lacking in the diligence that may fairly be expected from a reasonable and prudent person in prosecuting a cause of action, such as deliberately foregoing an opportunity to discover material facts. Relief will be denied to one whose prejudicial situation is attributable to lack of diligence. 27A Am. Jur. 2d

Equity § 93. Alexander failed to act diligently in this matter and that is the cause of his situation.

G. PUBLIC POLICY REQUIRES THE MASTER BE AFFIRMED.

"A judicial sale should not be set aside except for cogent reasons. The purpose of the law and of the proceedings in which a sale has been decreed is that it shall be final." *Spillers v. Clay,* 233 S.C. 99, 104, 103 S.E.2d 759, 761-62 (1958). "As has been said time and again in cases involving the setting aside of judicial sales, it is the policy of the Courts to uphold such sales when regularly made, and when it can be done without violating principle or doing injustice...." *Henry v. Blakely,* 216 S.C. 13, 18, 56 S.E.2d 581, 583 (1949). Our courts zealously insure judicial sales be openly and freely conducted and nothing be allowed to chill the bidding. *Howell v. Gibson,* 208 S.C. 19, 31, 37 S.E.2d 271, 276 (1946).

Common sense and the need to encourage judicial sales indicate that, at the latest, the right to redeem ceases at the fall of the hammer at the judicial sale. It is public policy to encourage judicial sales. To allow a mortgagor to wait to redeem until the foreclosure deed is actually recorded will chill sales. Most purchasers at judicial sales pay a deposit and have twenty or thirty days to comply with their bid. Many have to finance the purchase. All should have the title to the property

examined. This costs time and money, which will be wasted if the mortgagor redeems before the deed is issued.

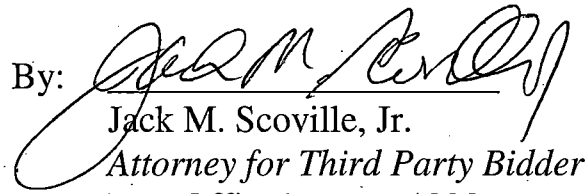
CONCLUSION

Appellant has only himself to blame for his situation. He ignored the process of the court, ignored the notices to appear at the hearing, ignored the sale, and failed to move expeditiously to obtain a stay of the sale. To cap it all off, Appellant failed to tender payment at any time.

On the other hand, Mr. George has done everything required of him by the law. He is the innocent party here. Equity, fairness, the law, and logic dictate affirmance of the Master.

The Order of the Master should be affirmed in all respects.

Jack M. Scoville, Jr., P.A.

By: 

Jack M. Scoville, Jr.
Attorney for Third Party Bidder
Post Office Drawer 1228
1001Front Street
Georgetown, South Carolina 29442
(843) 546-1130 (phone)
(843) 546-0726 (fax)
Email: scorac@aol.com

Date: February 26, 2016

THE SUPREME COURT OF SOUTH CAROLINA

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas
Joe M. Crosby, Master-in-Equity
Trial Court Case No. 2010 CP 22 1583
Appellate Case No. 2012 213400

Wachesaw Plantation East Community Services Association, Inc.,

Respondent,

v.

Todd C. Alexander,

Petitioner.

Certificate of Mailing

I hereby certify I am an employee of Jack M. Scoville, Jr., P.A. and that on February 26, 2016, I served a copy of the ***Initial Brief of William George, Third Party Bidder*** and the ***Third Party Bidder's Designation of Matters To Be Included In The Record on Appeal*** on the following counsel via the United States Mail, postage pre-paid, and addressed as follows:

Stephanie C. Trotter, Esquire
McCabe, Trotter & Beverly, P.C.
P.O. Box 212069
Columbia, SC 29221

Charles T. Smith, Esquire
608 Cypress Street
Georgetown, SC 29440

Jack M. Scoville, Jr., P.A.

By: Mia M. Waters

Jack M. Scoville, Jr.
Attorney at Law
A Professional Association
1001 Front Street
Post Office Drawer 1228
Georgetown, South Carolina 29442

TELEPHONE: (843) 546-1130
FAX # (843) 546-0726

February 26, 2016

Jenny Abbott Kitchings
Clerk of Court, SC Court of Appeals
Post Office Box 11629
Columbia, SC 29211-1629

RE: Wachesaw Plantation East Community Services Association, Inc. vs. Alexander
Civil Action Number: 2010-CP-22-1583
Appellate Case Number: 2012 213400

Dear Ms. Kitchings:

Please find enclosed for filing with the court the following documents in the above matter:

- Initial Brief of William George, Third Party Bidder.
- Third Party Bidder's Designation of Matters to be included in the Record on Appeal
- Proof of Service

I would appreciate your filing the originals in your office and returning to me a clocked copy for my file. A self-addressed stamped envelope is enclosed for your use.

With kindest regards, I remain

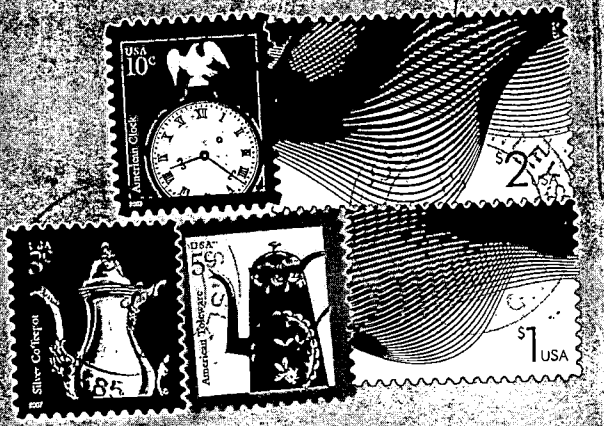
Very truly yours,

Jack M. Scoville, Jr.

JMSjr/mmw

Enclosures

cc: Mr. William George
Stephanie C. Trotter, Esquire
Charles T. Smith, Esquire



JACK M. SCOVILLE, JR.
ATTORNEY AT LAW
1001 FRONT STREET, FIRST FLOOR
POST OFFICE BOX 1228
GEORGETOWN, SOUTH CAROLINA 29442

TO:

Jenny Abbott Kitchings
Clerk of Court
SC Court of Appeals
P.O. Box 11629
Columbia, SC 29211-1629