

THE STATE OF SOUTH CAROLINA  
In The Court Of Appeals

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APPEAL RICHLAND COUNTY  
Court Of Common Pleas

Jean H. Toal, Senior Circuit Court Judge

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Case No. 2016-CP-40-06177

**RECEIVED**

JUL 03 2017

**SC Court of Appeals**

Alexander N. Gee, Jr. a/k/a Sandy Gee, and Karen B. Gee a/k/a Karen Gee,  
Respondents,

v.

Ernest E. Yarborough, a/k/a Ernest Yarborough,  
Appellant.

Appellate Case No. 2017-001394

OBJECTION TO BOND TO STAY EXECUTION ON APPEAL

As it appears, based on Judge Toal's announced position, that any opposition to the Petition for Writ of Supersedeas, which would require a formal Return, would be a pipe-dream, the Respondents choose, instead, to object to the Appellant's Bond to Stay Execution on Appeal, filed on June 23, 2017 ("Bond").

According to the Bond, the Appellant (Tenant) "is obligated to pay rent in the amount of \$1,250.00 per month, due on the first day of each month . . . starting July 1, 2017."

The Residential Rental Agreement, dated January 25, 2008 (copy attached to Petition for Writ of Supersedeas), provides:

- (1) "Tenant agrees to pay Landlord a rent of \$1,250.00 per month, payable in advance . . ."; (page 1); and
- (2) "Lessee agrees to pay the Homeowners Association Dues if applicable." (page 7)

According to the Amendment to Option to Purchase Commitment Agreement and Amendment to Residential Rental Agreement, January 10, 2008, dated June 13, 2009 (“Amendment”) (copy also attached to said Petition), “Tenant/Buyer agrees to be responsible for the property taxes on said property beginning with Tax Year 2009 and continuing until he closes on the property, which should be paid to Landlords/Sellers within 90 days of the agreement.” (page 1)

In other words, by September 11, 2009, which is 90 days after the date of the Amendment (June 13, 2009), the Tenant was required to remit to the Landlords the amount of the current year’s property taxes, and this procedure was to continue from year to year thereafter as long as the Appellant continued to occupy the Respondents’ property. Since the amount of the current year’s taxes is not known until around early- or mid-November, the Respondents would agree to extend the due date for the payment to them of the property taxes until ten (10) days after the tax bills are mailed by the County.

In summary, according to the Lease, as amended, the rent payable by the Appellant should be \$1,250.00 per month, PLUS HOA Assessments (estimated at \$30.00 per month), PLUS real property taxes on an annual basis (estimated for 2017 at \$5,562.04, which is the amount paid by Respondents for 2016).

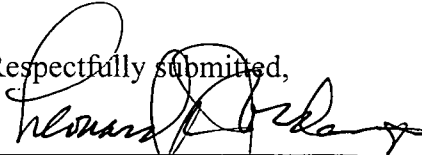
The appealed Order did not adjudicate the gross rental obligation. Instead, it “ORDERED that the foregoing requirements of the payment of rent shall not be construed to limit the Defendant’s obligations under the Lease.” (pages 10-11)

As the purpose of the Bond is to maintain the status quo, if the Appellant is allowed to remain in possession (particularly since he is a holdover tenant) of the Respondents’ property, he should not be permitted to do so, if any portion of the obligation of the Appellant under the Lease

is allowed to accrue without prompt payment.

Wherefore, the Respondents pray that the Bond be denied and that the Appellant be required to issue a new Bond promising to pay the entirety of the financial obligations placed upon the tenant by the Lease, as discussed above.

Respectfully submitted,



Leonard R. Jordan, Jr., ID #2248  
JORDAN LAW FIRM  
211 Veterans Road, Suite D  
Columbia, South Carolina 29209  
(803) 726-1950 Tel  
(803) 726-1951 Fax  
Email: [ljordan@ljordanlaw.com](mailto:ljordan@ljordanlaw.com)  
Attorney for the Respondents

Columbia, South Carolina  
July 3, 2017

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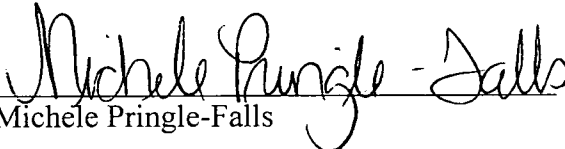
**SC Court of Appeals**

CERTIFICATE OF MAILING

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I, Michele Pringle-Falls, of Jordan Law Firm, attorney for Respondents, Alexander N. Gee, Jr. a/k/a Sandy Gee, and Karen B. Gee a/k/a Karen Gee, hereby certify that I have this 3<sup>rd</sup> day of July, 2017, served a copy of the Respondent's Objection to Bond to Stay Execution On Appeal upon Ernest E. Yarborough, a/k/a Ernest Yarborough, Appellant, by mailing a copy thereof, postage prepaid, to the address indicated below:

Ernest E. Yarborough  
117 Ashley Hall Road  
Columbia, South Carolina 29229

  
Michele Pringle-Falls