

with the City that the lease and the notice letter sent to the Defendant were unambiguous in ending the landlord-tenant relationship. This was error. Judge Lynn had effectively denied the summary judgment motion on March 15, 2021 by declining to rule on it and setting the case for a jury trial. Anyone wishing to ask him to reconsider that decision had ten days from that date. Instead the case went to trial which resulted in a mistrial. The only thing the lower court could do after that is set the case for a new trial.

Therefore, the matter is REMANDED to the Magistrate for a new trial. Watertoys is to continue to make rent payments on time. They claim the October payment was lost in the mail and presented a copy of a replacement cashier's check for the October payment. That payment is to be considered timely made. The November rent payment, if not already made, is now due and will be past due if not made by November 5, 2021. Failure to make this payment by the fifth day of November will be considered a breach of the lease. Further payments that become due while the case is being re-tried are due on the first day of the month and past due if not paid by the fifth. No further bond is required pending the new trial.

IT IS SO ORDERED

Roger M. Young, Sr.
Presiding Judge, Ninth Judicial Circuit



Charleston Common Pleas

Case Caption: Watertoys Llc , plaintiff, et al VS Isle Of Palms City Of

Case Number: 2021CP1003024

Type: Order/Other

It is so ordered.

/s Roger M. Young, Sr. S.C. Circuit Judge 2134