

RECEIVED
Apr 18 2022
SC Court of Appeals

LEVI GRANTHAM, LLC

KATHY WRIGHT MITCHELL

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: COURT	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
- ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
- STAYED DUE TO BANKRUPTCY**
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order attached) Statement of Judgment by the Court:

This matter comes before the Court on Plaintiff’s motion for reconsideration of the Court’s order of April 1, 2022. The Court has reviewed the motion and Defendant’s response and finds that further hearing on the matter is unnecessary. Furthermore, due to the approaching deadline of April 15th for Plaintiff to close on the property, prompt issuance of this order is necessary as time is of the essence.

Having fully reconsidered the matter, the Court finds that the order of April 1st shall remain unchanged. Plaintiff was the author of the contract for sale and could have omitted the “time is of the essence” provision from the contract. Absent express language to the contrary, one to three years is an inherently unreasonable timeframe to meet contingencies where the contract is unambiguous in contemplating closing within 120 days. Therefore, rescission is proper as a matter of law under the facts of this case if Plaintiff elects not to close this Friday.

To the extent that Plaintiff complains that the property is necessary “for the successful completion of its contemplated residential developments” for which Plaintiff has already expended significant sums, then Plaintiff has but one option: If the property is *necessary* for Plaintiff’s development, then Plaintiff simply needs to buy the property. As explained at the hearing, the question is clear: Does Plaintiff want the property or not? If Plaintiff wants/requires

the property, then pay Defendant \$400,000 per the contract this Friday and just be done with it. If not, the Defendant should be able to walk away and locate another buyer.

Concerning the question of bond, the imposition of bond was for purposes of protecting Defendant should one of two contingencies arise. First, the Court was concerned with what many economists have described as a growing real estate bubble. This jurist’s memories of the 2008-09 financial crash remain vivid, and should Plaintiff appeal and such a crash reoccur, Defendant will be protected via insurance. Second, in that same financial crisis many contractors and developers went bankrupt, and the Court system was tasked with untangling the resulting Gordian knot. Bond will protect the Defendant during any appeal should Plaintiff subsequently go out of business while the appeal is pending. To the extent Plaintiff may elect to appeal and an automatic stay not be imposed, Plaintiff may similarly request bond of Defendant at that time.

For the above reasons, the Court declines to alter or amend the April 1, 2022 order.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate “N/A” in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.

Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

s/ Frank R. Addy, Jr.

Circuit Court Judge

2159

Judge Code

April 13, 2022

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney’s box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

E. Brandon Gaskins

Donald Budman

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: WebEx recording only for initial hearing; no hearing held on motion to alter or amend. Contact South Carolina Court Administration to request any transcript of this hearing.

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.



Charleston Common Pleas

Case Caption: Levi Grantham Llc VS Kathy Wright Mitchell

Case Number: 2021CP1004342

Type: Order/Form 4

So Ordered

S/ Frank R. Addy, Jr.