

**THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.**

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

Rallis Holdings, LLC and Oriole Properties, LLC, Third
Party Petitioners,

In RE:

Clear Skies Restoration, LLC, Plaintiff,

v.

Ivan Martinez and Paula A. Martinez, Defendants,

of which Oriole Properties, LLC and Rallis Holdings are
the Appellants,

and

Ivan Martinez, Paula A. Martinez, and Clear Skies
Restoration, LLC are the Respondents.

Appellate Case No. 2019-001821

Appeal From Greenville County
Charles B. Simmons, Jr., Master-in-Equity

Unpublished Opinion No. 2023-UP-013
Heard October 12, 2022 – Filed January 11, 2023

REVERSED AND REMANDED

Matthew Todd Carroll and Bryant Sparks Caldwell, both of Womble Bond Dickinson (US) LLP, of Columbia, for Appellants.

Andrew Finley Carson, of The Clardy Law Firm, PA, of Greenville, for Appellant Oriole Properties, LLC.

A. Brooks Haselden, of Greenville, for Appellant Rallis Holdings, LLC.

Michael Bland Dodd, of The Dodd Law Firm, LLC, of Greenville, for Respondents Ivan Martinez and Paula Martinez.

M. Stokely Holder and Anna L. Bullington, both of Holder, Padgett, Littlejohn & Prickett, LLC, of Greenville, for Respondent Clear Skies Restoration, LLC.

PER CURIAM: Oriole Properties, LLC and Rallis Holdings, LLC (collectively, Appellants) appeal an order from the master-in-equity. The master's order set aside a foreclosure judgment, foreclosure sale, and master's deed relating to property owned by Ivan Martinez and his ex-wife, Paula Martinez.

Appellants argue the master abused his discretion. Appellants also argue the master erred with respect to a motion made by Clear Skies Restoration, LLC (Clear Skies) to correct the foreclosure judgment. Clear Skies—the plaintiff below—began this lawsuit in an effort to collect on its mechanic's lien. We reverse and remand.

VOIDING THE FORECLOSURE SALE

The law favors upholding judicial sales. A statute explains:

Upon the execution and delivery by the proper officer of the court of a deed for any property sold at a judicial sale under a decree of a court of competent jurisdiction the proceedings under which such sale is made shall be deemed res judicata as to any and all bona fide purchasers

for value without notice, notwithstanding such sale may not subsequently be confirmed by the court.

S.C. Code Ann. § 15-39-870 (2005). The statute's rationale "is the well established public policy of protecting good faith purchasers and upholding the finality of a judicial sale." *Robinson v. Est. of Harris*, 378 S.C. 140, 144, 662 S.E.2d 420, 422 (Ct. App. 2008) (citing *Cumbie v. Newberry*, 251 S.C. 33, 37, 159 S.E.2d 915, 917 (1968) (stating "a sound public policy requires the validity of judicial sales be upheld, if in reason and justice it can be done")). Precedent says the public's faith in deeds issued by the court "should not be shaken" and for that reason, the purchaser at a judicial sale is required only to verify that the court had "jurisdiction of the subject of the action and of the parties in interest." *Gladden v. Chapman*, 106 S.C. 486, 490, 91 S.E. 796, 797 (1917).

Here, Ivan and Paula argued to the master that the sale should be set aside because Paula was not validly served with the lawsuit. The rule cited above instructs us that the master's deed must be upheld against this sort of claim unless a defect in service was readily apparent on the face of the materials in the master's file before he ordered the foreclosure sale. The record contains no apparent defect with respect to service on Paula. Nothing in the review of the materials would cause Oriole Properties—the successful bidder at the foreclosure sale—to doubt that Paula's interest in the property was properly before the court.

The master ruled that the alleged failure to validly serve Paula meant the court was not a court of "competent jurisdiction." Appellants are correct that this ruling is an error of law for the reason given above—questioning the master's jurisdiction over Paula at this stage would require an error on the face of the record, and there is none. We agree with Appellants that the argument offered as to the lack of service on Paula is indistinguishable from the arguments rejected in *Robinson* and *Gladden*, both cited above.

CLEAR SKIES' MOTION TO CORRECT

Shortly after Ivan and Paula filed their motions seeking relief, Clear Skies filed a motion asking the master to revise language specifying how the proceeds of the judicial sale would be distributed. Again, and as with Ivan and Paula's motions, this was after the foreclosure sale occurred and after the master issued a deed. Appellants argue the master granted this motion and that in doing so, the master erred.

This issue is not properly before us. The master did not rule on the motion to correct. As we read the order, the master acknowledged the motion had been filed but stated that his decision to set the sale aside was dispositive. It is standard procedure that we will not rule on an issue unless it has been ruled on below. *See Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998) ("It is axiomatic that an issue . . . must have been raised to and ruled upon by the trial judge to be preserved for appellate review.").

Appellants ask us on both issues to go a step further and adjudicate that they are bona fide purchasers for value. Here as well, because the master did not rule on this, we will not do so. Being a bona fide purchaser for value requires "(1) actual payment of the purchase price of the property, (2) acquisition of legal title to the property, or the best right to it, and (3) a bona fide purchase, 'i.e., in good faith and with integrity of dealing, without notice of a lien or defect.'" *Robinson*, 378 S.C. at 146, 662 S.E.2d at 423 (quoting *Spence v. Spence*, 368 S.C. 106, 117, 628 S.E.2d 869, 874-75 (2006)). Clear Skies' motion to correct stems from the fact that the master's file contains conflicting provisions purporting to explain that the property will be sold subject to two senior liens but also that proceeds from the sale will be used to satisfy the senior liens. The senior lienholders are not and have never been parties to this case. Though we reverse the master's ruling on service, we do so with great hesitation given the master's experience and expertise. That experience and expertise confirms for us that we should not attempt to address the motion to correct or the bona fide purchaser for value issue before the master has had the opportunity to do so.

CONCLUSION

Based on the forgoing, the master's order setting aside the foreclosure judgment and sale is

REVERSED AND REMANDED.

KONDUROS, HEWITT, and VINSON, JJ., concur.