

**SECOND DIVISION
DOYLE, P. J.,
DAVIS and WHITAKER, JJ.**

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<https://www.gaappeals.gov/rules>**

October 20, 2026

In the Court of Appeals of Georgia

A26A0941. BLACKWELL et al. v. 5 AIF JUNIPER 2, LLC.

DAVIS, Judge.

Carson Blackwell seeks review following a bench trial in this ownership dispute over a one-acre property in Gwinnett County, Georgia. On appeal, Blackwell argues that (1) the trial court erred by denying his request for a jury trial; (2) 5 AIF Juniper 2, LLC (“5 AIF Juniper”) lacked standing to bring this lawsuit because it is not licensed to do business in Georgia and because it had sold the disputed property by the time of trial; and (3) the trial court erred by reforming a deed of sale and security deed to include the one-acre parcel. For the reasons that follow, we affirm.

“On an appeal from an entry of judgment following a bench trial, we apply a de novo standard of review to any questions of law decided by the trial court, but will

defer to any factual findings made by that court if there is any evidence to sustain them.” *Harris v. W. Cent. Ga. Bank*, 335 Ga. App. 114, 114 (779 SE2d 441) (2015).

So viewed, the record shows that, in 2014, Blackwell purchased a 7.25-acre parcel of undeveloped land in Gwinnett County for \$89,000 with the intention to build a house on the property. The parcel of land was triangular in shape and surrounded a separate 1-acre undeveloped parcel. After Blackwell completed an environmental and soil study, however, Blackwell learned that it would be prohibitively expensive to build a house on the property as it then existed. As a result, Blackwell purchased the middle 1-acre property for \$13,000.

Blackwell then prepared a site plan that showed the proposed house and septic drain field located across both parcels. A revised site plan was prepared in June 2015 that showed both parcels in one combined lot, and Gwinnett County approved a combination plat and assigned one tax identification number and address for the combined lot. Blackwell recorded the combination plat and intended for the parcels to be consolidated into one property. Blackwell proceeded to build a house that sat primarily on the one-acre parcel but spanned across the former boundary lines of the two parcels. Blackwell, however, did not complete the home for financial reasons, and

in 2018, he conveyed the 7.25 acre property to his business, The Right Touch Painters, LLC.

Eventually, in 2018, The Right Touch Painters entered into a purchase and sale agreement to sell “the following house and land” for \$700,000 to RW Investments, LLC. Under the purchase agreement, Blackwell agreed to sell the property “with the home built before closing,” “with a completed basement,” with “insulation to be installed in the home,” with “selections of options for the home,” and with a right to inspect the home, and he agreed to “convey good and marketable title to the Home by limited warranty deed.” RW Investments obtained a loan from 5 Arch Funding Corp. to finance the transaction through a security deed on the property.¹ However, the security deed and warranty deed stated that Blackwell conveyed only 7.25 acres, not the 8.25 acres combined. Eventually, in 2021, the property was foreclosed upon, and 5 AIF Juniper purchased the property at the foreclosure sale.

5 AIF Juniper filed the instant lawsuit, seeking to quiet title to the property and reform the deeds to reflect that the entire 8.25 acre combined parcel was conveyed as part of the sale, as well as raising claims for trespass and ejectment. Following a bench

¹ The security deed was eventually assigned to 5 AIF Juniper.

trial, the trial court concluded that the evidence “clearly, unequivocally, and decisively showed that a mutual mistake occurred with regard to the legal description” of the property in the deeds. Accordingly, the trial court ordered that the deeds be reformed to reflect that the entire 8.25-acre parcel was conveyed during the 2018 sale.² Blackwell filed a motion for new trial, which the trial court denied, and this appeal followed.

1. Blackwell first argues that the trial court erred by denying his request for a jury trial. The trial court did not err by denying the request because there is no right to a jury trial in equity proceedings.

“The right of trial by jury as declared by the Constitution of the state or as given by a statute of the state shall be preserved to the parties inviolate.” OCGA § 9-11-38. “However, it is well-settled that there is no constitutional right to a jury trial in equity cases in Georgia.” *Mancuso v. Jackson*, 359 Ga. App. 428, 429 (858 SE2d 244) (2021). And “[g]enerally, there is no statutory right to trial by jury in equity cases.” *Id.* (quotation marks omitted). Here, before the bench trial, the trial court stated on the

² Although the trial court noted that other claims remained pending, it certified its order as final under OCGA § 9-11-54(b).

record that a special master resolved any quiet title issues,³ and so the sole issue to be resolved at the bench trial was the claim to reform the deed based on a mutual mistake, which is an equitable claim. *DeGolyer v. Green Tree Servicing, LLC*, 291 Ga. App. 444, 447(1) (662 SE2d 141) (2008) (“In all cases where the form of the conveyance or instrument is, by mutual mistake, contrary to the intention of the parties in their contract, equity will interfere to make it conform thereto.”); OCGA § 23-2-25. Because only an equitable claim remained, Blackwell did not have a right to a jury trial, and the trial court did not err by denying the request for one.

Rather than point to a particular constitutional provision or statute beyond the general right to a jury trial in the Civil Practice Act to support his claim that he was entitled to a jury trial, Blackwell instead points to two cases where jury trials were had in equity cases - *Livingston v. Barnett*, 193 Ga. 640 (19 SE2d 385) (1942), and *Tidwell*

³ We note that no proceedings before a special master, nor any orders or findings by the special master, are in the record on appeal. “It is well established that the burden is on the party alleging error to show it affirmatively by the record.” *Mays v. Ed Voyles Chrysler-Plymouth, Inc.*, 255 Ga. App. 357, 359(2) (565 SE2d 515) (2002). Thus, to the extent Blackwell seeks to rely on any part of the special master proceedings to support his claims of error, we cannot consider them and must presume that the trial court and/or the special master acted appropriately because “[w]e will not presume error from a silent record.” *State v. Cooper*, 271 Ga. App. 771, 772 (611 SE2d 90) (2005).

v. Bassett, 271 Ga. App. 867 (611 SE2d 123) (2005). Neither case is availing. As an initial matter, neither case specifically holds that there is a right to jury trials in equity proceedings or proceedings to reform a deed, as each opinion instead merely describes cases where a jury trial was held. “[Q]uestions which merely lurk in the record, neither brought to the attention of the court nor ruled upon, are not to be considered as having been so decided as to constitute precedents.” *State v. Sanford*, 312 Ga. 707, 710 (864 SE2d 448) (2021). Second, it is well-settled that, even though no right to a jury trial exists in equity cases, “a superior court judge may choose to use a jury to return a special verdict in an equity case with disputed issues of material fact.” *Cotton v. Vinings Estates Cmty. Ass’n, Inc.*, 379 Ga. App. 533, 546(5) (930 SE2d 90) (2026) (quotation marks omitted). But “[a]lthough a trial court trying a suit [in equity] may empanel a jury to render special verdicts, the court is not required to do so.” *Turner Advertising Co. v. Garcia*, 251 Ga. 46, 48(4) (302 SE2d 547) (1983). Thus, the existence of cases where jury trials were held in equity cases does not mean that there is a right to a jury trial in such cases, nor does it mean that the trial court erred by denying Blackwell’s request for a jury trial here. See *Montana v. Blount*, 232 Ga. App. 782, 786(1)(b) (504 SE2d 447) (1998) (“[A] jury sits in equity only in an advisory

capacity to the trial judge, [and] it was not error for the trial court either to determine that there existed nothing for which the jury could render an advisory verdict, or to decide to try the case without the jury and find that Montana was not entitled to equitable relief.”).

2. Blackwell also argues that 5 AIF Juniper lacked standing to bring this lawsuit and to have judgment entered in its favor.⁴ He argues that 5 AIF Juniper lacks standing because (1) it did not properly register as a company doing business in Georgia with the Secretary of State; and (2) it sold the property before trial, thereby leaving it with no interest in the property. We conclude that Blackwell has not shown that 5 AIF Juniper lacked standing.

(a) By statute, a foreign corporation transacting business in this state is required to obtain a certificate of authority from the Georgia Secretary of State, subject to certain exceptions. OCGA § 14-2-1501(a). As relevant to this case, “[a] foreign corporation *transacting business* in this state without a certificate of authority may not maintain a proceeding in any court in this state until it obtains a certificate of authority.” OCGA § 14-2-1502(a) (emphasis supplied).

⁴ We address Blackwell’s enumerations of error in a different order than that presented in his brief.

Here, it appears to be undisputed that 5 AIF Juniper is not a Georgia corporation, nor does it have a certificate of authority. Thus, it may only maintain a court proceeding if it is not “transacting business” in Georgia.

Whether one is transacting business for purposes of the applicable statutes should be decided on a case-by-case basis and not by application of a mechanical rule. Under such test it is the extent of activities by the foreign corporation in Georgia rather than the singleness that is considered, whether it be a construction enterprise or some other business. Where the activities are minimal and unsubstantial in connection with only one contract and there is displayed no intention to continue these activities after completion of the single contract, the foreign corporation does not have to qualify because its contracts with Georgia relate to an isolated transaction. If such activities are extensive in scope and involve a great deal of work over a period of time, then qualification is required despite all such activities being related to a single contract.

Universal Indus. Gases, Inc. v. Action Indus., Inc., 361 Ga. App. 282, 284 (864 SE2d 121) (2021) (quotation marks omitted). “[T]he defendant has the burden of proving the facts necessary to obtain a dismissal” based on the lack of a certificate of authority. *Id.* at 283 (emphasis omitted).

Here, the only fact to which Blackwell points on appeal that he alleges shows that 5 AIF Juniper is transacting business in Georgia is its actions in prosecuting this case.⁵ The certificate of authority statute, however, delineates certain activities that do not constitute transacting business, which include “[m]aintaining or defending any action[,]” “[o]wning, without more, real or personal property,” and “[c]onducting an isolated transaction not in the course of a number of repeated transactions of a like nature.” OCGA § 14-2-1501(a)(1), (9)-(10). Thus, we cannot say that 5 AIF Juniper is “transacting business” in Georgia merely by obtaining the security deed, purchasing the disputed property at a foreclosure sale, and then participating in this property dispute. See *Powder Springs Holdings, LLC v. RL BB ACQ II-GA PSH, LLC*, 325 Ga. App. 694, 696(1) (754 SE2d 655) (2014) (under materially identical statute that applies to limited liability companies, defendant LLC was not required to obtain certificate of authority when record evidence showed its business in Georgia was acquiring loan documents, advertising and conducting foreclosure sale, purchasing property at sale, reporting sale, and filing confirmation petition); *Carrier 411 Servs., Inc. v. Insight Tech.,*

⁵ Blackwell also points to the alleged characteristics and actions taken by Long Term Capital Partnership IV, LLC, the entity to which 5 AIF Juniper ultimately sold the property. Blackwell has not cited any authority that Long Term Capital Partnership’s lack of a certificate of authority can be imputed to 5 AIF Juniper.

Inc., 322 Ga. App. 167, 170(1) (744 SE2d 356) (2013) (creditor filing a garnishment action and collecting on a debt was not transacting business in Georgia). Because Blackwell has not shown that 5 AIF Juniper is “transacting business” in Georgia, its suit is not barred by the failure to obtain a certificate of authority. *Carrier 411 Servs., Inc.*, 322 Ga. App. at 170(1).

(b) Blackwell also appears to argue that 5 AIF Juniper lacked standing to seek reformation of the deeds because it sold the property before trial and therefore no longer had an interest in the property. However, Blackwell did not raise this issue below, and so we will not address it for the first time on appeal. See *Tift Regional Med. Ctr. Found., Inc. v. GEICO Gen. Ins. Co.*, 357 Ga. App. 235, 238(b) (850 SE2d 443) (2020) (declining to address an argument about lack of standing when it was not raised below); *Liberty Lending Servs. v. Canada*, 293 Ga. App. 731, 739(1)(c) (668 SE2d 3) (2008) (same). See also *I. A. Group, LTD Co. v. RMNANDCO, Inc.*, 346 Ga. App. 396, 399(1) (816 SE2d 359) (2018) (“[T]he failure to assert a plaintiff’s alleged lack of standing prior to the entry of judgment results in the waiver of such defense.”).⁶

⁶ Even were we to address Blackwell’s argument that 5 AIF Juniper lost standing by selling the property for the first time on appeal, however, “[his] standing argument was not supported by citations of authority or meaningful argument.” *Tift Regional Med. Ctr. Found., Inc.*, 357 Ga. App. at 238(b) n.10. See Court of Appeals

3. Finally, Blackwell argues that the trial court erred on the merits by concluding that the evidence warranted reforming the deed to include the one-acre parcel in the sale. We conclude that the evidence was sufficient to uphold the trial court's judgment.

In all cases where the form of the conveyance or instrument is, by mutual mistake, contrary to the intention of the parties in their contract, equity will interfere to make it conform thereto. The cause of the defect is immaterial so long as the mistake is common to both parties to the transaction. ... A mistake relievable in equity is some unintentional act, omission, or error arising from ignorance.

DeGolyer, 291 Ga. App. at 447(1) (quotation marks omitted). “In every proper case under this head of the law, the only inquiry is, does the instrument contain what the parties intended it should and understood that it did? Is it their agreement? If not, then it may be reformed by aliunde proof, so as to make it the evidence of what was the true bargain between the parties.” *Bank of Am. v. Cuneo*, 332 Ga. App. 73, 79(2) (770 SE2d 48) (2015).

Rule 25(d)(1) (“Any enumeration of error that is not supported in the brief by citation of authority or argument may be deemed abandoned”); *Flowers v. State*, 269 Ga. App. 443, 445(1) (604 SE2d 285) (2004) (“As we have explained, legal analysis is, at a minimum, a discussion of the appropriate law as applied to the relevant facts.”) (punctuation omitted).

Here, there was sufficient evidence to support the trial court's factual conclusions that the parties mutually intended to convey all 8.25 acres rather than just the former 7.25 acre parcel. See *DeGolyer*, 291 Ga. App. at 447(1) (trial court correctly directed a verdict to reform a deed when the parties intended to convey a property on a security deed but the deed inadvertently omitted it). As noted above, there was ample evidence that the focal point of the transaction from the perspective of both RW Investments and the lender was the house, which was primarily located on the 1-acre portion and only slightly reached out into the 7.25-acre portion. Under the final purchase agreement, Blackwell agreed to sell the property "with the home built before closing," "with a completed basement," with "insulation to be installed in the home," with "selections of options for the home," and with a right to inspect the home, and he agreed to "convey good and marketable title to the Home by limited warranty deed." In a series of emails, RW Investments provided the lender with a site plan showing the outline for the house with an itemized list of construction costs for the house. The lender also engaged in lengthy discussions with the closing attorney concerning obtaining title insurance for the entire 8.25 acres, and the lender required hazard insurance for the house as part of the transaction. These discussions ended

with the closing attorney representing to the lender that a home was going to be part of the transaction. The closing documents ultimately included a title insurance policy that stated that the property included a “residence.”

Additionally, there was evidence that, at the time of the transaction, Blackwell intended to sell both properties. Blackwell testified at trial that he took substantial steps to combine the two properties into one combined parcel, including registering the parcel as a combined parcel with the County and the tax office, and that it was his intention to combine the properties. Evidence was also presented that Blackwell stopped obtaining property insurance, and he could not produce documentation to show that he paid the property taxes after the transaction. And again, under the final purchase agreement, Blackwell agreed to sell the property “with the home built before closing,” “with a completed basement,” with “insulation to be installed in the home,” with “selections of options for the home,” and with a right to inspect the home, and he agreed to “convey good and marketable title to the Home by limited warranty deed.”

Blackwell points to his own testimony as well as the testimony of the closing attorney showing that only the 7.25-acre property was intended to be conveyed,

arguing that 5 AIF Juniper did not present any testimony from anyone directly involved with the transaction. However, we have specifically rejected the notion that one party's testimony as to the intent of the parties necessarily defeats a claim of mutual mistake. See *Cuneo*, 332 Ga. App. at 79(2) (“[T]he doctrine of mutual mistake is not so narrow as to foreclose its application simply by one party's affidavit asserting that she did not intend to borrow the money. The issue is whether the parties mutually intended for the Bank to lend money and for the loan to be secured by the property, and in considering that issue, the court may consider other evidence related to the loans and deeds.”). And “it was the function of the trial court as the trier of fact to resolve any conflicts in the testimony of witnesses, and we cannot substitute this Court's judgment for that of the trier of fact.” *Alpha Genomix Lab'ys, Inc. v. Crandall*, 368 Ga. App. 842, 854(2)(a) (891 SE2d 45) (2023) (quotation marks omitted).

Accordingly, we conclude that there was sufficient evidence to support the trial court's conclusion that the parties mutually agreed to sell the entire 8.25 acre property and that the deeds mistakenly only listed the 7.25 acre property. We therefore affirm the trial court's bench trial judgment. We do not authorize the reporting of this

opinion because it does not announce a new rule or policy or involve the interpretation of law that is not already precedent. See Ga. Ct. App. R. 33.2(b), 34.

Judgment affirmed. Doyle, P. J., and Whitaker, J., concur.