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SC Court of Appeals

Official Appeal

April 19, 2023

Columbia Court of Appeals

1220 Senate St

Columbia SC 29201

RE: Jamar Stark and Tyla McNeill, Appellant , v. Southern Touch Properties, Respondent Case No. 2023CP4300148

Dear Sir / Madam:

Jamar Stark and Tyla McNeill respectfully request an appeal in the case No. 2023CP4300148. This case was heard on April 17, 2023 by the honorable Kristi F. Curtis. In this hearing, Judge Curtis made a legal mistakes that caused them harm.

1. Judge Curtis stated in her decision, "The lease provides that payment is due on the 1st of each month. Appellant argues they should have had until the 10th of the month to pay rent before Landlord could file for eviction. This court disagrees" This critical misunderstanding of the lease vs contract under South Carolina Law, on the honorable Kristi F. Curtis's part caused major harm to their complaint.
2. In November 2022, the appellants made representative (Kristian) from Southern Touch Properties know they had just had a baby who was hospitalized with meningitis, lost Mr Starks mother, and Ms McNeill has contracted Covid 19 all within a matter of 2 weeks. Because of these unfortunate circumstances, they requested a payment arrangement for December 2022, and January 2023. They were confident by February 2023, they would be back on track and able to pay rent without the payment arrangement. To this, Southern Touch Properties (Kristian) agreed.
3. The contract was fulfilled in December 2022.
4. January 2023, the appellants spoke with Southern Touch Properties (Kristian) and came to the following agreement, "\$700 plus fee January 9th 2023, remaining balance the following day January 10th" Thus, entering into a legal contract.
5. The appellants paid the first half of the agreement (\$700.00 plus fees) on January 9th as agreed.
6. On January 10, 2023, the appellants attempted to pay the remaining balance at 10:00 am and was told by Southern Touch Properties (Krisitan) "We actually decided to file the eviction, we will not be accepting rent at this time"

7. When questioned further by the appellants, Southern Touch Properties (Kristian) agreed there was a contract in place, but Southern Touch Properties just decided to file "in this case".
8. A contract is created when there has been an offer identifying a "bargained for exchange," acceptance of that offer, and an exchange or promise to exchange valuable consideration. *Sauner v. Public Serv. Auth. of S.C.*, 581 S.E.2d 161, 166 (S.C. 2003). Once a contract has been created, both parties are bound by their duties thereunder.
9. Southern Touch Properties is in clear violation and Breach of Contract under South Carolina Law.
10. The Honorable Kristi F. Curtis questioned Souther Touch Representative (Shawn Sneider) in the hearing regarding the contract, where he said "I umm, I had no knowledge". The continuous miscommunication between Southern Touch Properties and their staff, should not affect the appellants.
11. The Honorable Kristi Curtis was also provided with the text message conversation between Southern Touch Properties (Kristian) and Tyla McNeill.
12. The blatant disregard of the contract that was set in place to protect the appellants caused major harm to the case.
13. The appellants are requesting an appeal be heard, and consideration of the contract be upheld in the Columbia SC appeal court.
14. Original documentation from a hearing held on February 2,2023 with the honorable Keith Griffin states "Notified Souther Touch that rent would be late...testified he had the funds available to pay past due rent and february, but they refused to accept it".

Jamar Stark & Tyla McNeill

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Cc. Southern Touch Properties

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