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Nov 13 2023

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

William P. Keesley, Circuit Court Judge

Case No. 2022CP2300922

Appellate Case No. 2022-000741

Triangle Palisades At the Park Llc,
Respondent,

v.

Mercedes Boyd,
Appellant

Return to the Respondent's Motion to Dismiss Appeal for Failure to Maintain Appellate Bond Due to Executing Bill of Exchange with Plea of Accord and Satisfaction

I am writing in response to the respondent's motion to dismiss the appeal, alleging a failure to maintain the appellate bond. Enclosed herewith is my response to the respondent's motion, supported by compelling reasons as detailed below.

The crux of this motion lies in the execution and delivery of a Bill of Exchange, serving as fulfillment for the obligations outlined in the initial agreement. This Bill of Exchange, duly provided to the respondent in the amount of \$1410.00 on September 3 2022, was unambiguously accepted and acknowledged by the respondent as complete satisfaction and discharge of the obligations mentioned in the declaration.

In Good Faith I also executed and delivered a Bill of Exchange on the 5th and 6th day of October and again in November 2022 and this I am ready to verify.

The legal principle of accord and satisfaction is pivotal in this instance, as the execution of the Bill of Exchange stands as clear evidence of the resolution and discharge of the obligations cited in the respondent's motion to dismiss the appeal.

I've included correspondence and/or documentation and receipts as supporting evidence labeled Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F.

It is respectfully requested that the court grants this motion to strike the respondent's motion to dismiss the appeal. The presented evidence and the application of the accord and satisfaction principle demonstrate the fulfillment of obligations, thus nullifying the respondent's grounds for dismissal.

I kindly urge the court to consider this motion in line with the facts and legal principles of this case. Your attention and consideration of this matter are greatly appreciated.

Should further information or clarification be required, I am readily available to provide additional details.

Thank you for your time and attention to this matter.

November 12 ,2023

Respectfully submitted,

/s/ Mercedes:Boyd
Mercedes Boyd
805 Mauldin Road
Apt 2306
Greenville, South Carolina 29607
(864) 230-8046
Appellant



CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

NOT NEGOTIABLE

Pay to	Parisades At The Park		KEEP THIS RECEIPT FOR YOUR RECORDS
Address	805 Mauldin Road Greenville SC 29607		

Serial Number
28090061111

Year, Month, Day 2022-09-03 Post Office 296150 Amount \$1,000.00 Clerk 05



POSTAL MONEY ORDER

Serial Number
28090061111

Year, Month, Day 2022-09-03 Post Office 296150 U.S. Dollars and Cents

Amount One Thousand Dollars and 00/100 \$1000.00

Pay to	Parisades At the Park		Clerk 05
Address	805 Mauldin Road #2306 Greenville SC 29607		
From	Mercedes Boyd		
Address	805 Mauldin Rd. Apt 2306 Greenville SC 29607		
Memo	Paid in Full		

⑆00000800⑆

28090061111

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

Exhibit A



CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

NOT NEGOTIABLE

Pay to	Parisades At the Park		KEEP THIS RECEIPT FOR YOUR RECORDS
Address	805 Mauldin Road Greenville SC 29607		

Serial Number
28090061122

Year, Month, Day 2022-09-03 Post Office 296150 Amount \$410.00 Clerk 05



POSTAL MONEY ORDER

Serial Number
28090061122

Year, Month, Day 2022-09-03 Post Office 296150 U.S. Dollars and Cents

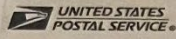
Amount Four Hundred Ten Dollars and 00/100 \$410.00

Pay to	Parisades At the Park		Clerk 05
Address	805 Mauldin Road Greenville SC 29607		
From	Mercedes Boyd		
Address	805 Mauldin Rd. Apt 2306 Greenville SC 29607		
Memo	Paid in Full		

⑆00000800⑆

28090061122

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS



CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

Pay to

KEEP THIS RECEIPT FOR YOUR RECORDS

NOT NEGOTIABLE

Serial Number
28439129081

Year, Month, Day
2022-10-06

Post Office
296620

Amount
\$196.00

Clerk
03



POSTAL MONEY ORDER

Serial Number
28439129081

Year, Month, Day
2022-10-06

Post Office
296620

U.S. Dollars and Cents

\$196.00

Amount
One Hundred Ninety Six Dollars and 00/100 *****

Pay to **Palisades at the Park**

Clerk
03

Address **805 Mavidin Rd
Bvine
SC 29607**

From **Mercedes Boyd**

Address **805 Mavidin Rd #2306
Bvine SC 29607**

Memo **"Paid in full"**
Upon receipt this is full satisfaction of all claims # 2306

SEE REVERSE WARNING - NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

⑆000008002⑆

28439129081⑆

Exhibit B

WesternUnion WU 19-437278031

A 348751 D 100522
T 1932 05
194372780311 L 000042

\$ 1000.00

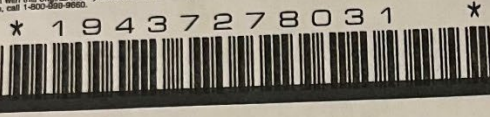
PAY EXACTLY ONE THOUSAND DOLLARS AND NO CENTS
PAY TO THE ORDER OF Palisades at the Park # 2306 ACCT. #
805 Maudlin Rd # 2306 Grville x Mercedes Boyd
upon receipt this is full satisfaction of all claims paid in full

⑆ 02100400⑆ 40194372780311⑆

MONEY ORDER RECEIPT - NON NEGOTIABLE

You can now use cash to pay for millions of Amazon.com products Western Union Agent locations. Simply come to one of our Agent cash to your Amazon Balance with Amazon Cash. Find out more at wu.com

AGT 348751 LOC 000042 DT 100522 \$1000.00 1THOUSANDDOLLARS AND NO CENTS



LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

EXPIRES

WesternUnion WU 19-437278032

A 348751 D 100522
T 1932 05
194372780320 L 000042

\$ 410.00

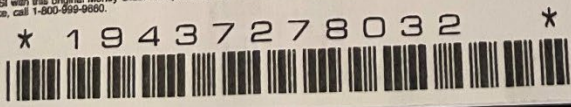
PAY EXACTLY FOUR HUNDRED TEN DOLLARS AND NO CENTS
PAY TO THE ORDER OF Palisades at the Park # 2306 ACCT. #
805 Maudlin Rd # 2306 Grville x Mercedes Boyd
upon receipt this is full satisfaction of all claims paid in full

⑆ 02100400⑆ 40194372780320⑆

MONEY ORDER RECEIPT - NON NEGOTIABLE

Use cash to pay for millions of Amazon.com products with Amazon participating Western Union Agent locations; or add cash to you with Amazon Cash, then shop on Amazon.com. Find out more at wu.com

AGT 348751 LOC 000042 DT 100522 \$410.00 4HUNDRED10DOLLARS AND NO CENTS



LOAD THIS DIRECTION, THIS SIDE UP

LOAD THIS DIRECTION, THIS SIDE UP

UNITED STATES POSTAL SERVICE
POSTAL MONEY ORDER

Serial Number: 28090061943
 Year, Month, Day: 2007-11-05
 Post Office: 296150
 U.S. Dollars and Cents: \$1000.00
 Amount: One Thousand Dollars and 00/100
 Clerk: 05

Pay to: Palisades at the Park
 Address: 805 Mauldin Road
 Greenville SC 29607

From: Mercedes Boyd
 Address: 805 Mauldin Road #2306
 Greenville SC 29607

Memo: Upon receipt this is Accord and Satisfaction of All Claims/debts
 # 2306
 :000008002:
 28090061943

UNITED STATES POSTAL SERVICE
POSTAL MONEY ORDER

Serial Number: 28090061954
 Year, Month, Day: 2007-11-05
 Post Office: 296150
 U.S. Dollars and Cents: \$570.00
 Amount: Five Hundred Seventy Dollars and 00/100
 Clerk: 05

Pay to: Palisades at the Park
 Address: 805 Mauldin Rd.
 Greenville SC 29607

From: Mercedes Boyd
 Address: 805 Mauldin Rd. #2306
 Greenville SC 29607

Memo: Upon receipt this is Accord and Satisfaction of All claims/debts
 # 2306
 :000008002:
 28090061954

Exhibit D

Exhibit E

9/15/2022

Palisades at the Park,

NOTICE TO AGENT IS NOTICE TO PRINCIPAL, NOTICE TO PRINCIPAL IS NOTICE TO AGENT

This is notice that the claim is now settled in full for the entire balance due. I executed my bill of exchange on September 3rd 2022 and conspicuously made it clear "Paid in Full" on the instrument in which was accepted and not returned in the same manner provided at the leasing office. In Good Faith, In October I will execute another bill of exchange in accordance with the Law SECTION 36-3-311 .Accord and Satisfaction by use of Instruments to again settle in full payment for any and all alleged debt/claim and future claims.

Best Regards,

Mercedes Boyd

Without prejudice, without recourse

Cc: Southwood Realty

Cc: Triangle Palisades at the Park, LLC

Cc: Ryan Allen Huggins, Esquire

Cc: Attorney General

IN THE COUNTY OF GREENVILLE, STATE OF SOUTH CAROLINA

Exhibit F

MERCEDES BOYD

v.

Palisades At the Park

PLEA OF ACCORD AND SATISFACTION

For as plea defendant, I, Mercedes S. Boyd, People of the United States of America native (South Carolinian) , Private National of the United States, non-citizen after the making of the said several promises and undertaking in the plaintiff's declaration mentioned and before the commencement of this suit to wit on the ____3rd__ day of ___September_____ 2022. I executed and delivered my Bill of Exchange in writing for the payment of \$____1410.00_____ to the plaintiff/respondent at a certain date, now elapsed, and the plaintiff did and there accepted and received the same from me in full satisfaction and discharge of the said several promises and undertakings in the declaration mentioned, and all of the damages and sums of money thereupon due and owing. In Good Faith I executed and delivered a Bill of Exchange on the 5th and 6th day of October 2022 and again in November 2022 and this I am ready to verify.

Legal Determination Regarding Accord and Satisfaction

The intent of the receiving party is not taking into consideration. See Holley v. Holley, Idaho App. 1996, 915 P.2d 733, 128 Idaho503

Words of Protest can not change the rules of Accord and Satisfaction. See McMahon Food Corp. v. Burger Dairy v. Burger Dairy Co. C.A.7 (III) 1996, 103 F. 3d 1307, (Rehearing Denied)

Obliterating and/or wiping out the verbiage does not void the principles of Accord and Satisfaction. See; Holley v. Holler, Idaho App. 1996, 915 P.2d 733, 128 Idaho503

Failure to Notice, Acknowledge and or understand the verbiage does not change the provisions of Accord and Satisfaction. See; McMahon Food Corp. v. Burger Dairy Co. C.A.7 (III,) 1996, 103 F.3d 1307.(Rehearing Denied)

Verbiage such as "Upon Receipt" and the like are acceptable to use on instruments. See; In re Runge, Bkrtcy. D.N.H. 1998, 226 B.R. 298

Accord and Satisfaction if done once is sufficient even if an additional is Tendered at a later date. Should a debtor make such additional payment, said Debtor is entitled to Reimbursement of all subsequent payments. See; Austin v. Padgett, Miss. 1996, 678 So.2d 1002

Respectfully submitted,

/s/ Mercedes:Boyd

Mercedes Boyd

805 Mauldin Road

Apt 2306

Greenville, South Carolina 29607

(864) 230-8046

Appellant

PROOF OF SERVICE OF RETURN TO RESPONDENT'S MOTION TO DISMISS APPEAL FOR FAILURE TO
MAINTAIN APPELLATE BOND

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas,

William P. Keesley, Circuit Court Judge

Case No. 2022-CP-23-00922

Magistrate Case No. 2022CV2311000278

Triangle Palisades At The Park Llc Db

Palisades At the Park, Respondent,

v.

Mercedes Boyd, Appellant.

PROOF OF SERVICE

I certify that I have served the Return to the respondent's motion to dismiss appeal for failure to maintain appellate bond to Gantt Summary Court, the Court of Common Pleas, and to the Respondent's attorney, Theodore von Keller at Post Office Box 4216 Columbia, South Carolina 29250 Certified Mail # 7022 0410 0001 2667 5384.

11/13/2023 Mercedes Boyd

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Nov 13 2023

SC Court of Appeals

