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Nov 20 2023

SC Court of Appeals

IN THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM DARLINGTON COUNTY
Court of Common Pleas

Case No. 23-CP-160070
Case No. 23-CP-160071
Case No. 23-CP-160072
Case No. 23-CP-160073
Circuit Court Judge

Magistrate Civil Cases
Case No. 2022CV1610401203
Case No. 2022CV1610401204
Case No. 2022CV1610401205
Case No. 2022CV1610401206
Judge of the Magistrate’s Court – Hon. Craig L. LaCross

Appellate Case No. 2023-000546

Stephanie McAnuff, *pro se* Appellant

v.

ASIP Town Park, LLC. Respondent

APPELLANT RESPONSE TO MOTION TO DISMISS

Stephanie McAnuff
P.O. Box 691228
Mint Hill, NC 28227
Tel: 704.497.0958
Email: stephanie@mcanuffgroup.com
Appellant, pro se

Edward A Love, Esq.
P.O. Box 1764
135 S. Dargan St, Ste. 201
Florence, SC 29503
Tel: 843.407.5525
Attorney for Respondent

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Santos v. Harris Inv. Holdings, No. 5964 (S.C. Ct. App. Jan. 25, 2023).....4

Introduction

I respectfully submit this response to the motion to dismiss filed by the Respondent, Allen Smith, regarding the appeals of four writs of ejectment issued by a magistrate in Darlington County and address recent relevant correspondence.

Recent Correspondence

Crucially, in an email dated November 13, 2023, Mr. Smith, the owner of ASIP Town Park, LLC, and the Respondent in this case, acknowledged that two of the mobile homes (specifically on Lots 10 and 26) remain on the property. This correspondence from Mr. Smith, in his capacity as the owner and decision-maker for ASIP Town Park, LLC, directly contradicts the claim that the appeal is moot due to my vacating the property. Furthermore, it highlights the ongoing financial implications and the unresolved nature of the dispute.

Statement of Facts

The Appellant, Stephanie McAnuff, a former property manager and partner at ASIP Town Park, LLC, entered into a profit-sharing agreement with the Respondent on November 27, 2018. This agreement encompassed the management of four mobile home lots owned by the Appellant. Following a breakdown in relations, exacerbated by the Appellant's illness and subsequent resignation, the Respondent initiated an unwarranted increase in lot rents and eventually filed for eviction/ejectment.

Legal Error and Abuse of Discretion by the Magistrate Judge

1. **Failure to Set Bond for Appeal:** The Magistrate's Court, in clear contravention of S.C. Code Ann. § 27-37-130, failed to set a bond amount for the Appellant's appeal, effectively denying her the statutory right to an appeal. This oversight is a direct violation of legal precedent (*Santos v. Harris Inv. Holdings*, No. 5964) and amounts to a statutory violation and prejudicial treatment of the Appellant.

2. Prejudicial Conduct: The Magistrate's focus on the Respondent's interests, to the detriment of the Appellant's legal rights, constitutes an abuse of discretion. The Magistrate's actions favored the Respondent, indicating a biased and partial adjudication process.

Argument Against Dismissal as Moot

The Respondent's motion to dismiss the appeal on grounds of mootness fails to consider the broader implications of the Magistrate Court's actions. The issue extends beyond the mere occupancy of the property. It encompasses the right to a fair and impartial judicial process, the right to appeal, and the protection against arbitrary and capricious judicial actions.

Conclusion

In light of the aforementioned arguments, the dismissal of the appeals by the Magistrate Court represents a clear error in law and an abuse of judicial discretion. The Appellant requests that this Court deny the Respondent's motion to dismiss and remand the case to the Lower Court with instructions to dismiss the ejectment actions, thereby upholding the principles of justice and fair play.

Respectfully submitted,

/s/ Stephanie McAnuff

P.O. Box 691228
Mint Hill, NC 28227
Tel: 704.497.0958
Email: stephanie@mcanuffgroup.com

APPELLANT, *PRO SE*

Mint Hill, North Carolina
November 20, 2023

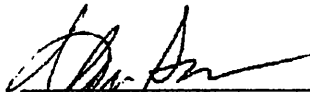
PROFIT SHARING AGREEMENT


This agreement between Allen Smith and Stephanie McAnuff is entered into for the management, and profit sharing distribution of Town Park, a mobile home community at 326 Orange Street, Darlington, SC.

Upon closing, Stephanie McAnuff is to assume management of the property to include leasing, maintenance, rent collection, accounting and improvements. In exchange for management services provided, Stephanie McAnuff will accrue profit sharing at the rate of twenty eight per cent of cash flow. Cash flow is defined as gross income less all expenses including repairs and maintenance, utilities, taxes, and fees. Profit sharing accrued from cash flow will be applied as a per cent of the total amount invested to date.

When profit sharing accrued equals fifty percent of the total profit equity invested, Stephanie McAnuff and Allen Smith will share cash flow equally. At this time it is anticipated that a management fee of six per cent will be paid as an expense either to Stephanie McAnuff or an agreed upon entity for continued management services.

Allen Smith retains exclusive ownership of the property. All profit sharing accrued by Stephanie McAnuff will mature and be payable upon the sale of the property.


Allen Smith 11/27/18
Date


Stephanie McAnuff 11/27/18
Date

Balance Due

Allen Smith <asmith20007@gmail.com>

Mon 11/13/2023 8:15 PM

To:Stephanie McAnuff <Stephanie@mcanuffgroup.com>

Cc:Ed Love <elove@kingandlove.com>;Heather Hudson <heather@thealliance-companies.com>;Erin Brown <ebrown@kingandlove.com>

📎 2 attachments (18 KB)

Balance Due 1123.xlsx; ATT00001.htm;

Stephanie,

As previously noted, we have received no documentation of a sale for the homes on lots 10 and 26. We have made contact with a person who claims to have purchased the home on Lot 10 and has paid November rent. We have received no documentation regarding Lot 26 and continue to bill you for rental of this lot. Your balance due as of November is \$28,350.

**Allen Smith
326 Dakota Drive
Murphy, TX 75094
956-466-1420**

LOT 4 RENT DUE					LOT 10 RENT DUE					LOT 11 RENT DUE					LOT 26 RENT DUE				
DUE	AMT PAID	CHECK #	DATE		DUE	AMT PAID	CHECK #	DATE		DUE	PAID	CHECK #	DATE		DUE	PAID	CHECK #	DATE	
LOT 4					LOT 10					LOT 11					LOT 26				
300	250	1583	#####	MAY RENT	1500	0			DEC 2021 - MAY 2023	0	0			MAY RENT	200	200	1583	#####	MAY RENT
50				LATE FEE	300	0			LATE FEE	0	0			LATE FEE	50				LATE FEE
300	250	1589	#####	JUNE RENT	300	300	1589	6/8/2022	JUNE RENT	0	0			JUNE RENT	225	225	1589	6/8/2022	JUNE RENT
50				LATE FEE	50				LATE FEE	0	0			LATE FEE	50				LATE FEE
300	300	Alliance		JULY RENT	300	300	Alliance		JULY RENT	300	300	Alliance		JULY RENT	300	300	Alliance		JULY RENT
50				LATE FEE	50				LATE FEE	50				LATE FEE	50				LATE FEE
300	300	Alliance	#####	AUGUST RENT	300	300	Alliance	8/10/2022	AUGUST RENT	300	300	Alliance	#####	AUGUST RENT	300	300	Alliance	#####	AUGUST RENT
50	50			LATE FEE	50	50			LATE FEE	50	50			LATE FEE	50	50			LATE FEE
250	250	Previous Owner		SECURITY DEP	300	300	Alliance		SECURITY DEP	300	300	Alliance		SECURITY DEP	150	150	Previous Owner		SECURITY DEP
300	300	Alliance		SEPTEMBER RENT	300	300	Alliance	9/6/2022	SEPTEMBER RENT	300	300	Alliance	9/6/2022	SEPTEMBER RENT	300	300	Alliance	9/6/2022	SEPTEMBER RENT
50	0			LATE FEE	50				LATE FEE	50	0			LATE FEE	50	0			LATE FEE
600	300	Alliance		OCTOBER RENT	600	300	Alliance	10/5/2022	OCTOBER RENT	600	300	Alliance		OCTOBER RENT	600	300	Alliance		OCTOBER RENT
50	0			LATE FEE	50	0			LATE FEE	50	0			LATE FEE	50	0			LATE FEE
600	300	Alliance		NOVEMBER RENT	600	300	Alliance	11/5/2022	NOVEMBER RENT	600	300	Alliance		NOVEMBER RENT	600	300	Alliance		NOVEMBER RENT
50	0			LATE FEE	50	0			LATE FEE	50	0			LATE FEE	50	0			LATE FEE
600	300	Alliance		DECEMBER RENT	600	300	Alliance	12/5/2022	DECEMBER RENT	600	300	Alliance		DECEMBER RENT	600	300	Alliance		DECEMBER RENT
50	0			LATE FEE	50	0			LATE FEE	50	0			LATE FEE	50	0			LATE FEE
600	0			JAN 2023 RENT	600	0			JAN 2023 RENT	600	0			JAN 2023 RENT	600	0			JAN 2023 RENT
50	0			LATE FEE	50	0			LATE FEE	50	0			LATE FEE	50	0			LATE FEE
600	0			FEB 2023 RENT	600	0			FEB 2023 RENT	600	0			FEB 2023 RENT	600	0			FEB 2023 RENT
50	0			LATE FEE	50	0			LATE FEE	50	0			LATE FEE	50	0			LATE FEE
600	0			MAR 2023 RENT	600				MAR 2023 RENT	600				MAR 2023 RENT	600				MAR 2023 RENT
50	0			LATE FEE	50				LATE FEE	50				LATE FEE	50				LATE FEE
600	0			APR 2023 RENT	600				APR 2023 RENT	600				APR 2023 RENT	600				APR 2023 RENT
50	0			LATE FEE	50				LATE FEE	50				LATE FEE	50				LATE FEE
				MAY 2023 RENT	600				MAY 2023 RENT	600				MAY 2023 RENT	600				MAY 2023 RENT
				LATE FEE	50				LATE FEE	50				LATE FEE	50				LATE FEE
				JUN 2023 RENT	600				JUN 2023 RENT	600				JUN 2023 RENT	600				JUN 2023 RENT
				LATE FEE	50				LATE FEE	50				LATE FEE	50				LATE FEE
				JUL 2023 RENT	600				JUL 2023 RENT	600				JUL 2023 RENT	600				JUL 2023 RENT
				LATE FEE	50				LATE FEE	50				LATE FEE	50				LATE FEE
				AUG 2023 RENT	600				AUG 2023 RENT	600				AUG 2023 RENT	600				AUG 2023 RENT
				LATE FEE	50				LATE FEE	50				LATE FEE	50				LATE FEE
				SEP 2023 RENT	600				SEP 2023 RENT					SEP 2023 RENT	600				SEP 2023 RENT
				LATE FEE	50				LATE FEE					LATE FEE	50				LATE FEE
				OCT RENT	650				OCT RENT					OCT RENT	650				OCT RENT
				LATE FEE	50				LATE FEE					LATE FEE	50				LATE FEE
				NOV 2023 RENT					NOV 2023 RENT					NOV 2023 RENT	650				NOV 2023 RENT
				LATE FEE					LATE FEE					LATE FEE	50				LATE FEE
				DEC 203 RENT					DEC 203 RENT					DEC 203 RENT					DEC 203 RENT
				LATE FE+US1E					LATE FE+US1E					LATE FE+US1E					LATE FE+US1E
6550	2600			TOTAL	12000	2450			TOTAL	8500	2150			TOTAL	10925	2425			TOTAL
		3950		BALANCE			9550		BALANCE			6350		BALANCE			8500		BALANCE

PMTS RECEIVED	450	5/31/2022
	775	6/8/2022
	1200	7/15/2022
	1400	8/10/2022
TOTAL	3825	

TOTAL ALL
\$ 28,350