

THE STATE OF SOUTH CAROLINA

in the Supreme Court

APPEAL FROM BERKELEY COUNTY

Paula McElvogue, Magistrate Judge

Case number- 2023-001322

RECEIVED**Dec 04 2023****SC Court of Appeals****MORANDUM IN OPPOSITION TO RESPONDENTS MOTION****TO DISMISS****Introduction**

Respondent has filed a motion to dismiss appellants request for an appeal because she alleges That rent for the months August, September, October, and November have not been paid by the Apellant. Respondent also alleges that Apellant has not paid Rent for the property located at 132 Murrells inlet Lane in Moncks Corner. Since the Month of March. The Appellant respectfully asks that the court deny the motion to dismiss. The appellant's arguments to the points of the motion are as follows along with supporting documents attached.

FACTS

1. In August when the bond to stay was ordered by the magistrate judge and Appellate made every attempt to pay the 1200.00 to the respondent by the due date of August 8, 2023 as ordered by the Magistrate. Respondent was intentionally misleading and uncooperative and refused to communicate and would not grant appellant permission to come to her property to deliver the funds to ensure that the bond to stay Appellant obtained a cashiers check for guarantee of funds from South Carolina federal credit Union where she holds an account in the amount of 1200.00 and contacted a courier by the name of Dash courier services out of North Charleston, sc and prepaid 31.00 to have the courier deliver the check. Courier arrived at the appellant's home around 5:00 pm and picked up the item. Courier travelled to respondents address where they attempted to knock on respondents door at 1802 canal drive in Moncks Corner, sc and did not receive a response. Appellant directed courier to leave in respondents mailbox if they were unable to make contact. Courier honored appellants request and placed the envelope addressed to the respondent in the mailbox and as part of their service took a photo of the mailbox and the envelope inside to gurantee it was delivered. Appellant was unaware of an issue until the following Monday when a "writ of Element" was brought to her home by a constable for Berkeley County. Apellant Contacted the Magistrates of ce and was advised by a clerk that respondent Had not received the payment. Appellant went directly to the Magistrates of ce And delivered a letter to the judge requesting a hearing so that she would be given the chance to be heard on the matter and present evidence showing that respondent had received the payment and was being dishonest.

1. (Continued) A hearing was then set for 4:00 that afternoon on August 14, 2023.

The Appellant had already provided proof of delivery of the payment to the court with the Request for the hearing and explained the steps that she had taken to make sure the Payment was paid by the date set. Respondent denied under oath that she hadn't Received the payment even though Appellant provided documentation to prove otherwise. Please See the same documentation attached.

1b. For the months of September, October and November Appellant obtained personal checks issued by her financial institution South Carolina Federal Credit union. Appellant mailed personal Checks addressed to respondent on dates September 1st, October 4th, and November 3rd directly To respondents address on record at 1802 canal drive in Moncks Corner, South Carolina.

The respondent has not yet cashed any of the checks received and because of that pattern in combination with the 1200.00 Cashiers check that respondent denied receiving the Appellant was not going to spend additional money or take any additional steps to ensure the Payment was received since respondent showed no interest in the funds and was making it clear

This case had never been about rent payments but only about respondent wanting the appellant And her two small children to vacate the property. Please see attached documents/photographs That support Appellants attempts to pay the respondent despite the dishonesty she'd

Witnessed and experienced

Appellant argues that the fact remains that the "bond to stay" order had been dismissed at the respondent's request and was

In the appeal process to possibly to be reinstated depending on the verdict of the appellate court.

A copy of the dismissal of the bond to stay is Attached for reference

1c. Appellant had a close relationship to the decedent James F Murrell who she had been renting

From for almost 2 years prior to his death on April 5, 2023 with no issues. Appellant states that On April 3, 2023 after arriving home from work she heard the decedent trying to close his back gate and went to assist him where they exchanged pleasantries and nice conversation. During that conversation appellant advised the decedent that at that time she had withdrawn 800.00 from the ATM and that she would be by on Wednesday after work to bring the rent payment of 1200.00 to him in its entirety. Decedent asked the appellant if it were possible to exchange the 800.00 right then and expressed his need to meet an obligation the following day. Appellant told the decedent that was acceptable and went to her car and got the 800.00 and gave it to the decedent. Decedent stated that when appellant came by on Wednesday with the remaining balance that he would then issue a receipt for the whole payment amount of 1200.00. Appellant had no issue with the arrangement because it was normal practice for both parties to regularly assist each other whenever there was a need. Unfortunately, decedent passed away on April 5, 2023 before appellant could visit his home that evening with the remaining balance of 400.00.

1d. Appellant admits that rent was not paid for the months of May, June, and July. Appellant was discharged from her place of employment in May of 2023 and at that time began to struggle significantly financially. Appellant reached out to local agencies and in June was approved for rental assistance through an agency named "the Navigation center" out of Charleston. The agency contacted the respondent in June to discuss the information they would need in order to send the payments and respondent refused to communicate with the agency and stated she would not accept payments from them.

2. On August 15, 2023 respondent began sending very unpleasant messages to the appellants cell phone. She threatened bodily harm. Used derogatory terms to reference appellants children and made cruel and unusual statements in reference to appellant as a mother and her economic situation. Please see attached documentation of messages exchanges between both parties.

Appellant states that she did in fact react to respondents verbal attack and in turn made unpleasant comments to the respondent. This referenced contact with the respondent was just the beginning.

3. Respondent has constantly harassed and threatened and used several different methods to try and force appellant out of her home along with her one and four year old children. Methods include shutting off water more than 5 times without any notice and the last incident resulted in appellant having to contact Berkeley County Sheriff's Office to come out and attempt to reason with the respondent to turn it back on. The water would remain off for 9-10 hours at a time forcing the appellant to go and purchase water in order to care for herself and her one year old daughter to whom has stage two Autism and her four year old son.
4. On November 24, 2023 appellant arrived home around 6:30 pm and found her home burglarized and vandalized. Vulgarities written on walls and mirrors in permanent ink. Both entryways to her home, the front and back doors were kicked open and causing damage that had to be repaired just to be able to be secured closed. Burglar turned all four of the stovetop burners on high with a breakfast pan on top, attempting to burn the house down. Please see photos attached as reference. Appellant called 911 and Berkeley county sheriff's office dispatched two officers to her home where they also took photos and made the report and appellant has since been speaking to an investigator who's been assigned to the case. Appellant admits that while she has no proof that the respondent was involved in the crime, there is significant evidence that confirms her involvement. The burglar wrote "crackheads" in permanent ink on the wall and bathroom mirror and respondent is the only individual to whom has ever referenced the appellant with that term when she posted photos of the appellant on social media and used the term "crackhead" in the caption of that photo. Respondent also has made statements in an email that suggests respondent's involvement. Appellant has two friends and a few immediate family members to whom have knowledge of where she resides and have visited her at 132 murrells inlet lane. Appellant doesn't have a social life and has not had any negative encounters with anyone who would commit this crime against her outside of the respondent.

ARGUMENT

Appellant was denied her right to "due process" in the legal proceedings surrounding the Eviction and appeal with the Berkeley county court system. Most of this denial of the appellant rights resulted from the respondent s being closely acquainted with most of the judicial staff. In light of the events that have occurred since the filing of the appeal with the appellate court, appellant seeks fairness and asylum and only wanting what the US constitution promises. Appellant also states that she has a right to habitability when renting a space from any other person and she has on several occasions had to pay out of pocket for maintenance and repairs because the respondent refused to make repairs. Appellant had a verbal agreement with the decedent James F Murrell to remodel and renovate the property located at 132 murrells inlet lane and the decedent would give credit and reduce the purchase price by thirty five percent since appellant was planning to purchase the mobile home. Appellant has equity invested in the property thus far. The property was severely unlivable when she took possession of it. Appellant has painted, replaced flooring, replaced all appliances, replaced plumbing and light fixtures and had plans for further upgrades and improvements. The appellant lost a dear friend in the passing of the decedent and when respondent came into possession of the property and estate she refused to honor any of the agreements that the appellant and decedent had and refused to take any investments made by the appellant into consideration. Appellant has invested time and money into the property as well as sees it as her home with her children. Appellant states that she has paid the rental payment thus far for a three bedroom two bathroom home with the agreement with the decedent that she could make repairs and they would be

deducted, however the appellant has been limited to two bedrooms and one bathroom since the respondent came to possess the estate. Appellant has not wanted to invest anything further out of pocket to further restore the home. Respondents refusal to honor the agreement that appellant had with the decedent made respondent solely responsible for maintaining the property as part of the landlord/tenant act. The landlord/tenant act also reads that the landlord is not allowed to harass or threaten a tenant in any way. Appellant stated that she would like to argue that she has gone above and beyond to be gracious and patient with the respondent due to the passing of her father James F Murrell. Respondent has been unfriendly and has refused to negotiate or reasonably discuss the matter and has only tormented the appellant since the filing of the appeal with tantrums of harassment that often include other members of the respondents family. Appellant fully believes that the respondent is willing to do whatever it takes to remove the appellant from the premises and based on actions and statements respondent believes she is entitled to immunity from any and all consequences based on her financial and economic circumstances. Please see attached photos of emails respondent sent to appellant. Ultimately, appellant trusts the justice she and her children deserve and their human rights to be honored at the conclusion of this case. Due to the circumstances and current state of the case appellant pleads that the court deny the motion to dismiss. Respondent alleged that appellant had not paid her rent when appellant has made every effort to do just that.

CONCLUSION

For the aforementioned reasons, appellant Melissa Freeman, respectfully asks that the court deny this motion to dismiss.

Respectfully,



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