RECEIVED
Dec 27 2023
SC Court of Appeals

RECORD ON APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LAMCASTER COUNTY
Court of Common Pleas

Daniel D. Hall, Circuit Court Judge

Case No. 2021-CP-29-00808

Edrico Juan Blakeney, Appellant,

v.

CITIBANK N.A., Respondent.

RECORD ON APPEAL

Edrico Juan Blakeney
2426 New Cut Church rd.
Lancaster, South Carolina 29720
Appellant

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Order of June 23, 2023

[Affirmed ruling from lower courts.]

Order of June 9, 2021

[Judgement on pleading and Summary Judgment.]

Complaint

[Non-jury, DEBT COLLECTION.(Complaint]).(Complaint/appeal to Common Pleas]

Answer

[Defendant's response to Plaintiff's company, NOTICE OF UNDERSTANDDING AND CONDITIONAL ACCEPTANCE AND REQUST FOR A PROPER BILL AND LAWFUL CONTRACT AND FULL RECORD OF ACCOUNTING AND FEE SCHEDULE.]

Testimony of Steven Sabo

[Corporate representative/assistance vice president and custodian of business record testimony was he is the record keeper and the record turn into the courts was correct 12 minutes until 24 minutes of audio transcript. From the magistrate courts]

Deposition of Edrico Juan Blakeney

[Judgement on pleading and Summary Judgment.]

STATE OF SOUTH CAROLINA

COUNTY OF LANCASTER

2020CV2910101443
CIVIL CASE NUMBER

ORDER OF FINAL DISPOSITION

Citibank Na
220 North Main Street Suite 563
Greenville, SC 29601
(954) 735-4455
PLAINTIFF(S)

Vs

Edrico J Blakeney
2426 New Cut Church Rd
Lancaster, SC 29720
DEFENDANT(S)

IT IS ORDERED that the above referenced civil case **2020CV2910101443** shall reflect a final disposition of:

Find for Plaintiff on June 9, 2021 in the amount of $4858.98.

IT SO ORDERED

JUDGE

Lancaster County Magistrate
761 Lancaster Bypass East
Lancaster, SC 29720
Phone: (803) 283-3983
Fax: (877) 636-7977

June 9, 2021

MV20

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF Lancaster
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2021CP2900808

Edrico Juan Blakeney
PLAINTIFF(S)

Citibank N.A.
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT**. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT**. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☐ **ACTION DISMISSED** (*CHECK REASON*): ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **STAYED DUE TO BANKRUPTCY**

☑ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (*CHECK APPLICABLE BOX*): ☑ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☑ Statement of Judgment by the Court:

After careful consideration, the Order of the Magistrate Court is AFFIRMED. Appellant failed to provide sufficient legal basis for the Circuit Court to reverse or remand in this matter.

ORDER INFORMATION

This order ☑ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 06/23/2023 .

Edrico Juan Blakeney for Edrico Juan Blakeney
Citibank N.A. for Citibank N.A.
Citibank N.A. for Citibank N.A.
Edrico Juan Blakeney for Edrico Juan Blakeney

RECEIVED
JUL 24 2023
SC Court of Appeals

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

ELECTRONICALLY FILED - 2023 Jun 23 10:51 AM - LANCASTER - COMMON PLEAS - CASE#2021CP2900808

STATE OF SOUTH CAROLINA)
COUNTY OF LANCASTER)

2020CV2910101443
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
ANSWER

Citibank Na
220 North Main Street Suite 563
Greenville, SC 29601
(954) 735-4455
PLAINTIFF(S)

Vs

Edrico J Blakeney
2426 New Cut Church Rd
Lancaster, SC 29720
DEFENDANT(S)

On 9.9.2020 I was served with a Complaint requiring me to answer within thirty days from the date of service. My Answer, which is hereby filed with the **Lancaster County Magistrate,** is as follows:

CHECK ONE:

A. ☑ I contest the jurisdiction of the court based on the following: (use additional pages if necessary)
see attached

B. ☐ I admit everything in the complaint and do not want a trial.

C. ☐ I admit that I am responsible, but not for the total amount claimed by the Plaintiff(s) because: (use additional pages if necessary)

D. ☑ I deny that I am responsible at all because: (use additional pages if necessary)
see attached

YOU MUST FILE THIS DOCUMENT WITH THE COURT WITHIN THIRTY DAYS

THE DEFENDANT/PLAINTIFF STATES THAT THE INFORMATION CONTAINED IN THIS ANSWER IS TRUE AND CORRECT TO THE BEST OF HIS/HER KNOWLEDGE.

DATED: 10-6-20

Edrico Juan Blakeney
SIGNATURE OF DEFENDANT(S) (OR ATTORNEY)
IF MORE THAN ONE DEFENDANT, ALL MUST FILE ANSWER

Clocked in at Central Court
Date: 10/6/2020

PLEASE RETURN TO:
Lancaster County Magistrate
761 Lancaster Bypass East
Lancaster, SC 29720
Phone: (803) 283-3983
Fax: (877) 636-7977

10-9-2020

MV2

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

CITIBANK N.A.,

Plaintiff.

v.

EDRICO J. BLAKENEY

Defendant.

CIVIL CASE NUMBER
2020CV2910101443

IN THE MAGISTRATE'S COURT

DEFENDANT'S RESPONSE TO PLAINTIFF'S COMPLAINT

The Defendant, Pro se Blakeney, respectfully requests this Honorable Court to deny the Plaintiff's complaint with prejudice pursuance to the following:

1) South Carolina Code of Law Section 32-3-10 Agreements required to be in writing and signed

2) South Carolina Code of Law Section 32-3-20 Before jurisdiction can be set or claimed there must be at the least two parties that are competent to enter a agreement.

3) The Name EDRICO J BLAKENEY©, copyright/Trademark. A True and correct copy of the copyright affidavit is attached and is incorporated herein by reference and made part hereof.

4) To comply with law and to answer to this claim see the attached:
NOTICE OF UNDERSTANDING AND CONDITIONAL ACCEPTANCE AND REQUST FOR A PROPER BILL AND LAWFUL CONTRACT AND FULL RECORD OF ACCOUNTING AND FEE SCHEDULE

WHEREFORE, for the reasons set forth and discussed above, Defendant respectfully request that this Honorable Court deny the Defendant's claim with prejudice and to additionally :

1) Order Plaintiff to have all remarks discharged and removed from Defendant's credit.
2) Order Plaintiff to stop the harassing phone calls and letters to the Defendant and the Defendant's family, and
3) To award any such other relief the Court deems appropriate.

Dated this 6th day of October 2020.

Respectfully submitted,

By: 

Edrico J. Blakeney
Pro se Defendant
2426 New Cut Church Road
Lancaster, SC
[NEAR: 29720]

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

CITIBANK N.A.,

Plaintiff.

v.

EDRICO J. BLAKENEY

Defendant.

CIVIL CASE NUMBER
2020CV2910101443

IN THE MAGISTRATE'S COURT

NOTICE OF UNDERSTANDING AND CONDITIONAL ACCEPTANCE AND REQUEST FOR A PROPER BILL AND LAWFUL CONTRACT AND FULL RECORD OF ACCOUNTING AND FEE SCHEDULE

NOTICE TO ONE IS NOTICE TO ALL

It is my understanding that **consent is law**, and

It is my understanding, for and on the record, that at no time have I given, nor do I give consent to any business agreement or arrangement with any of the parties referred to in your correspondence dated the 9th day of September 2020, and

It is my understanding that upon receipt of a **proper bill INVOICE (not a statement)** for any amount of money allegedly owed to **CITIBANK N.A. by Edrico J Blakeney** AND a copy of a **lawful contract** AND a **full record of ACTUAL ACCOUNTING** whereby CITIBANK N.A. has incurred a loss of the alleged debt I will consider paying any outstanding amount that has been lawfully agreed, and

It is my understanding that in order to be lawful, a **proper bill** will include the wet signature of the issuing party, which in this case appears to be the company known as **CITIBANK N.A.** , and

It is my understanding that a **lawful contract** will include Proof of the existence of an account or contract in the actual flesh and blood name of Edrico J Blakeney duly signed and witnessed by both parties, (not a unilateral agreement) and upon which signed page there is reference to the entire agreement. AND THE FOLLOWING;

1. Full disclosure
2. Due consideration
3. Lawful terms and conditions
4. The wet signatures of all concerned parties, and

I hereby make clear and unequivocal declaration that my **FEE SCHEDULE** for any and all future correspondence will be charged to the addressee at **$1000 per page**.

It is my understanding that if no dispute, rebuttal or contest of this **NOTICE OF UNDERSTANDING AND CONDITIONAL ACCEPTANCE AND REQUEST FOR A PROPER BILL AND LAWFUL CONTRACT AND FULL RECORD OF ACCOUNTING AND FEE SCHEDULE** is received by registered post at the **exact** address shown below **within ten days of receipt** of this **NOTICE OF UNDERSTANDING AND CONDITIONAL ACCEPTANCE AND REQUEST FOR A PROPER BILL AND LAWFUL CONTRACT AND FULL RECORD OF ACCOUNTING AND FEE SCHEDULE**, any and all interested parties will hereafter be in agreement with any and all claims and terms of this **NOTICE OF UNDERSTANDING AND CONDITIONAL ACCEPTANCE AND REQUEST FOR A PROPER BILL AND LAWFUL CONTRACT AND FULL RECORD OF ACCOUNTING AND FEE SCHEDULE**, and a default judgment of permanent and irrevocable estoppal by acquiescence will stand in law.

It is my understanding that my exact correct address is shown below, and

It is my understanding that any and all correspondence addressed incorrectly will be either returned unopened or discarded without dishonor to myself.

In love and honor unbounded,

Edrico Juan Blakeney



Edrico J Blakeney

peaceful inhabitant, in care of:

2426 New Cut Church Road;

Lancaster SC

[NEAR: 29720]

Witness my hand this 6th day of October 2020

The Lancaster News

701 North White Street
PO Box 640
Lancaster, SC 29721
803-283-1133

Copyright Notice
All rights reserved re common-law copyright of trade-name/trademark, EDRICO JUAN BLAKENEY©
–as well as any and all derivatives and variations in the spelling of said trade-name/trademark-Common Law Copyright© 1977 by Edrico Juan Blakeney©
, Said Common-law trade-name/trademark, EDRICO JUAN BLAKENEY©
, may neither be used, nor reproduced, neither in whole, nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of Edrico Juan Blakeney©
, as signifies by the red-ink signature of "Owner" Edrico Juan Blakeney©
. With the Intent of being contractually bound, any juristic person, as well as the agent of said juristic person, consents and agrees by this Copyright Notice that neither said juristic person, nor the agent of said juristic person shall display, nor otherwise use in any manner, the common-law trade-name/trademark EDRICO JUAN BLAKENEY©
, nor the common-law copyright described herein, nor derivative of, nor any variation in the spelling of EDRICO JUAN BLAKENEY©
, such as but not limited to EDRICO JUAN BLAKENEY, EJB, Edrico Juan Blakeney, BLAKENEY, EDRICO JUAN, Blakeney, Edrico Juan, EDRICO J BLAKENEY, edrico JUAN BLAKENEY, "Edrico J Blakeney AND Angela Adams Blakeney, HUSBAND AND WIFE", etc....without the prior, express, written consent and acknowledgement of, as signified Edrico Juan Blakeney©
, by signature in red ink. "OWNER" Edrico Juan Blakeney©
, neither grants, nor implies, nor otherwise gives consent of any unauthorized use of EDRICO JUAN BLAKENEY, and all such unauthorized use is strictly prohibited. Protected by the copyright act of 1976,
180-71-75-3W-Edrico Blakeney-Paid

Edrico Juan Blakeney

This is to certify that the attached Legal Notice was published in The Lancaster News in the issue of September 2, 9 and 16, 2020.

Benita G Gurley
Notary Public of South Carolina

My Commission Expires
January 13, 2021

Notice of Copyright

October 1st, 2020

All rights reserved re common-law copyright of trade-name/trademark, EDRICO JUAN BLAKENEY©-as well as any and all derivatives and variations in the spelling of said trade-name/trademark-Common Law Copyright© 1977 by Edrico Juan Blakeney©, Said Common-law trade-name/trademark, EDRICO JUAN BLAKENEY©, may neither be used, nor reproduced, neither in whole, nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgement of Edrico Juan Blakeney©, as signifies by the blue or red-ink signature of "OWNER" Edrico Juan Blakeney©. With the Intent of being contractually bound, any juristic person, as well as the agent of said juristic person, consents and agrees by this Copyright Notice that neither said juristic person, nor the agent of said juristic person shall display, nor otherwise use in any manner, the common-law trade-name/trademark EDRICO JUAN BLAKENEY©, nor the common-law copyright described herein, nor any derivative of, **nor any variation in the spelling of EDRICO JUAN BLAKENEY©, such as but not limited to** EDRICO JUAN BLAKENEY, EJB, Edrico Juan Blakeney, BLAKENEY, EDRICO JUAN, Blakeney, Edrico Juan, EDRICO J BLAKENEY, edrico JUAN BLAKENEY, **" Edrico J Blakeney AND Angela Adams Blakeney, HUSBAND AND WIFE"**, etc... **without the prior, express, written consent and acknowledgement of, as signified Edrico Juan Blakeney©, by signature in red ink. "OWNER" Edrico Juan Blakeney©**, neither grants, nor implies, nor otherwise gives consent for any unauthorized use of EDRICO JUAN BLAKENEY©, and **all such unauthorized use is strictly prohibited. protected by the copyright act of 1976**, this copyright was written on April 2020 and Legal Notice was published in The Lancaster News in Lancaster, South Carolina (180-71-75-3W) in the issue of September 2nd, 9th, and 16th 2020 and was paid for by Edrico Blakeney. Attached you will find, certification that Legal Notice was published in The Lancaster News and was signed and stamped by a Notary Public of South Carolina.

I, Edrico J Blakeney©; Affirmant, do affirm in accordance with the laws of the United States of America (without the "United States") Title 28 U.S.C. § 1746(1) the forgoing is true and correct and is admitted when not rebutted, so help me.

Witness (1) Sign: _____ **Witness (2)** Sign: Angela Adams Blakeney© (without prejudice UCC 1 207 308)

Witness (1) Print: Tomey Clyburn **Witness (2)** Print: Angela Adams Blakeney©

Edrico Juan Blakeney© on the 1st day of October Two Thousand and Twentieth year (2020) of OUR LORD, personally appeared before me and provided satisfactory evidence of identification to be the man undersigned on this document and placed his signature above and I/Notary Public of South Carolina also witnessed the two (2) witnesses place their signature above.

_____ 02/27/2029

Notary Public of South Carolina MY Commission Expires

Official Copyright created on the 24th day of April Two Thousand and Twentieth year (2020) of OUR LORD

STATE OF SOUTH CAROLINA)
)
COUNTY OF LANCASTER)
)
)
)

2020CV2910101443
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

SUMMONS

Citibank Na
220 North Main Street Suite 563
Greenville, SC 29601
(954) 735-4455
PLAINTIFF(S)

Vs

Edrico J Blakeney
2426 New Cut Church Rd
Lancaster, SC 29720
DEFENDANT(S)

TO THE DEFENDANT(S) NAMED ABOVE:

YOU ARE SUMMONED and required to answer the allegations of the attached complaint and present any appropriate counterclaims/crossclaims to the attached Complaint within THIRTY days from the first day after receipt of this summons. Your Answer must be received by the:

Lancaster County Magistrate
761 Lancaster Bypass East
Lancaster, SC 29720
Phone: (803) 283-3983
Fax: (877) 636-7977

If you fail to answer within the prescribed time, a judgment by default may be rendered against you for the amount or other remedy requested in the attached complaint, plus interest and costs. **If you desire a jury trial, you must request one in writing at least five (5) working days prior to the date set for trial.** If no jury trial is timely requested, the matter will be heard and decided by the Judge.

Given under my hand:

JA Thoms
JUDGE

READ ATTACHED INSTRUCTIONS CAREFULLY

August 31, 2020

State of South Carolina	)	In the Magistrate Court
	)	
Lancaster County	)	Case Number:
	)	
CITIBANK N.A. ,	)	
Plaintiff,	)	
v.	)	**COMPLAINT**
	)	**(NON-JURY, DEBT COLLECTION)**
EDRICO J BLAKENEY,	)	
Defendant.	)	
	)	
	)	
	)	

Plaintiff herein complaining of Defendant(s), alleges:

1. Plaintiff is a corporation organized and existing under the laws of the United States of America and is authorized to do business in the state of South Carolina.
2. Defendant resides in Lancaster County and is subject to the jurisdiction of this court.
3. Defendant entered into an agreement with Plaintiff for the use of a loan account. A true and correct copy of the last Account Statement is attached and is incorporated herein by reference and made part hereof.
4. Credit was extended to Defendant. Defendant has defaulted on the account by failing to make the required payments. After giving credit for all payments received or credits applied, if any, Defendant owes Plaintiff $4778.94.
5. The business transaction described herein may be a consumer credit transaction as contemplated by the South Carolina Consumer Protection Code.
6. This is a claim for liquidated damages. Defendant is in default and Plaintiff is entitled to the amounts as referenced above. This amount is determined by assessing all due charges to Defendant's account.
7. The terms of the agreement provide for attorney's fees and court costs incident to collection.
8. The Notice of Consumer's Right to Cure, as contemplated under S.C. Code of Laws Ann. Sections 37-5-110 and 37-5-111, was sent to the Defendant.

WHEREFORE, Plaintiff demands judgment against the Defendant in the amount of $4778.94, together with all costs of this lawsuit.

Respectfully submitted,

Robert J. Stephenson, Esq. SC Bar #012030
Counsel for Plaintiff
RAS LaVrar, LLC
Suite 500 220 North Main St.
Greenville, SC 29601
800-531-5490 (toll free)
954-735-0227 (fax)
844-384-6768 (TTY)

Dated: 8/20/20

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.

Department of Defense Manpower Data Center

Results as of : Jul-27-2020 01:28:40 PM

SCRA 5.5

Status Report
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-[redacted]
Birth Date: [redacted]XX-1977
Last Name: BLAKENEY
First Name: EDRICO J
Middle Name:
Status As Of: Jul-27-2020
Certificate ID: WDRYF8D047J1TFJ

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: https://scra.dmdc.osd.mil/faq.xhtml#Q33. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

CITIBANK N.A.

Plaintiff(s),

v.

EDRICO J BLAKENEY

Defendant(s),

CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

AFFIDAVIT AND ITEMIZATION OF ACCOUNTS

Plaintiff, CITIBANK N.A., states that it is the Plaintiff in this action, and that the Itemization of Accounts which follows is true and correct.

CITIBANK N.A. further states that no part of the sum included in the itemization below has been paid or satisfied in any fashion, and is today due and owed to him/her.

ITEMIZATION OF ACCOUNTS

Court Costs	$ 80
Account #XXXXXXXXXXXX0992	$ 4778.94
	$
	$
	$
Total	$ 4858.94

(Copies of bills, papers or other proof of any of the above accounts should be attached to this document.)

Sworn to before me, this 24
Day of August, 2020.

Magistrate or Notary Public Gaynette McWilliams

My Commission Expires: 8/6/29

GAYNETTE WILLIAMS
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
My Commission Expires
August 6, 2029

Plaintiff/Defendant
(or his attorney)

Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
TRACTOR SUPPLY CREDIT PLAN
PO Box 6403, Sioux Falls SD, 57117-6403

TSC TRACTOR SUPPLY Co

Customer Service:
tractorsupplypersonal.accountonline.com
Account Inquiries:
1-800-263-0691

Account Number: [redacted]0992

Summary of Account Activity

Previous Balance	$4,330.28
Payments	-$143.00
Other Credits	-$127.40
Purchases	+$232.25
Cash Advances	+$0.00
Fees Charged	**+$0.00**
Interest Charged	**+$23.78**
New Balance	$4,315.91
Past Due Amount	$0.00

Credit Limit	$4,000.00
Available Credit	$0.00
Amount Over Credit Limit	$315.91
Statement Closing Date	08/25/2019
Next Statement Closing Date	09/24/2019
Days in Billing Cycle	31

Payment Information

New Balance	$4,315.91
Minimum Payment Due	$143.00
Payment Due Date	September 21, 2019

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to $39.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	3 years	$4,731

If you would like information about credit counseling services, call 1-877-337-8187.

[redacted] NEIGHBOR'S CLUB **JOIN THE TSC REWARDS PROGRAM!** [redacted]

You are over your credit limit by $315.91.

Reminder: Payments may be made by mail, by calling 1-800-263-0691, or by visiting tractorsupplypersonal.accountonline.com.
Note: In-store payments are not accepted.

Beginning in October, there will be a $5 expedited payment fee to make a same day payment with a customer service agent. To make a payment at any time with no fee, including a same day payment, you can use the automated voice response systemor access your account online at tractorsupplypersonal.accountonline.com.

[redacted] **NEIGHBOR'S CLUB MEMBERS EARN EXTRA BY USING THEIR TSC PERSONAL CREDIT CARD. Learn more at NeighborsClub.com. IT'S FREE!** [redacted]

This Account is Issued by Citibank, N.A.

Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records.

TSC TRACTOR SUPPLY Co
PO BOX 790394
ST. LOUIS, MO 63179

Statement Enclosed

Your Account Number is [redacted]0992

Pay your bill and more via your Account Online

tractorsupplypersonal.accountonline.com

[redacted]

Payment Due Date	**September 21, 2019**
New Balance	**$4,315.91**
Past Due Amount	**$0.00**
Minimum Payment Due	**$143.00**

Amount Enclosed: $

Please print address changes on the reverse side.
Make Checks Payable to

EDRICO J BLAKENEY
2426 NEW CUT CHURCH RD
LANCASTER, SC 29720-9329

TRACTOR SUPPLY CREDIT PLAN
PO BOX 9001006
LOUISVILLE, KY 40290-1006

Information About Your Account.

How to Avoid Paying Interest on Purchases. Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance by the payment due date each month. This is called a grace period on purchases. To get a grace period on purchases, you must pay the New Balance by the payment due date every billing cycle. We will begin charging interest on cash advances (if available on your account) on the transaction date.

If you have a balance subject to a deferred interest or 0% APR promotion and that promotion does not expire before the payment due date, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. In addition, if you have a major purchase plan, equal payment plan or budget purchase plan balance, that balance (an "excluded balance") is excluded from the amount you must pay in full to get a grace period on a purchase balance other than an excluded balance. However, you must still pay any separately required payment on the excluded balance. In billing cycles in which payments are allocated to deferred interest balances first, the deferred interest balance will be reduced before any other balance on the account. However, you will continue to get a grace period on purchases, other than an excluded balance, so long as you pay the New Balance (less any excluded balance, plus any separately required payment on an excluded balance) in full by the payment due date each billing cycle. We may refer to deferred interest promotions as No Interest or No Monthly Interest promotions.

In addition, certain promotional offers may take away the grace period on purchases. Other promotional offers not described above may also allow you to have a grace period on purchases without having to pay all or a portion of the promotional balance by the payment due date. If either is the case, the promotional offer will describe what happens.

How We Calculate Your Balance Subject to Interest Rate. For each balance, the letter following the Annual Percentage Rate in the Interest Charge Calculation section on the front of the statement indicates the method we use to calculate interest charges. For Methods B and E, we use an average daily balance method (including current transactions) to calculate interest charges. For Methods C, D and M, we use a daily balance method (including current transactions) to calculate interest charges. To find out more information about the balance computation method that applies to your account and how the resulting interest charges were determined, contact us at the Account Inquiries number on the front.

Other Account and Payment Information.

Payment Amount. You may pay all or part of your account balance at any time. However, you must pay, by the payment due date, at least the minimum payment due.

When Your Payment Will Be Credited. If we receive your payment in proper form at our processing facility by 5 p.m. local time there, it will be credited as of that day. A payment received there in proper form after that time will be credited as of the next day. Allow 5 to 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment we receive that is not in proper form or is not sent to the correct address. The correct address for regular mail is the address on the front of the payment coupon. The correct address for express mail is shown in the Express Mail section.

Proper Form. For a payment sent by mail or courier to be in proper form, you must:

- **Enclose** a valid check or money order. No cash, gift cards, or foreign currency please.
- **Include** your name and the last four digits of your account number.

Payment Other Than By Mail.

- **In-Store (Where Available).** Any payment in proper form accepted in-store will be credited as of that day. However, credit availability may be subject to verification of funds. Not all stores accept payments. Contact your local store to see if in-store payments are accepted at that location.
- **Online/AutoPay.** Go to the URL on Page 1 of your statement to make a payment online. You can also enroll in AutoPay and have your payment amount automatically deducted each month from the payment account you choose.
- **Phone.** Call the number on Page 1 of your statement to make a payment by phone. For phone payments, you authorize us to electronically debit your specified bank account by an ACH transaction in the amount and on the date that you indicate on the phone. You may cancel a phone payment by calling us at the Customer Service number at the top of Page 1 within the time period disclosed to you on the phone. There is no fee for making payment using our automated voice response system.
- **Express Mail.** Send payment by express mail to: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.
- **Crediting Payments other than by Mail.** The payment cutoff time for Online bill payments, Phone payments, and Express Mail payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, th we receive your payment request.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

Credit Reporting Disputes. We may report information about your account to credit bureaus. If you think we reported inaccurate information, please write us at: Credit Bureau Dispute Verification, P.O. Box 6497, Sioux Falls, SD 57117.

Report a Lost or Stolen Card Immediately. Call the Account Inquiries number shown on Page 1.

What To Do If You Think You Find A Mistake On Your Statement. If you think there is an error on your statement, write to us at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

In your letter, give us the following information:

1. Account information: Your name and account number.
2. Dollar amount: The dollar amount of the suspected error.
3. Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases. If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

TY - 9194-0575-0001 -//- 00 - 000 - TRACTOR -//- - 0 - O - 02 -//- P - E - Y - 0 - N -//- 0 - - - - 0 - 410 -//- 12/31/99 - 06/01/19 - 2 - July 25, 2019
N - - - -//- 0 - - TYVB - V -//- - - 0 - 0 - - -//- - - - - -

Please provide change of address and update/add your phone numbers* here: (Use blue or black ink.)

*Cell: *Home:

***Phone:** By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Account: **** **** **** 0992

Please update your phone number, including cell phone number on the back of the payment coupon.

Marketing offers included in this statement are intended for residents of the United States and its Territories.

TRANSACTIONS

Trans Date	Description	Reference #	Amount
08/19	TRACTOR SUPPLY #1306 LANCASTER SC	*01130619081900001000000	$ 175.53
08/20	ONLINE PAYMENT DEERFIELD IL	P91940078EHW9FYV1	$ 143.00-
08/20	TRACTOR SUPPLY #1306 LANCASTER SC	*01130619082000002000000	$ 56.72
08/22	TRACTOR SUPPLY #1306 LANCASTER SC	*05130619082200001000000	$ 127.40-

FEES

	TOTAL FEES FOR THIS PERIOD	$ 0.00

INTEREST CHARGED

08/25	INTEREST CHARGE ON PURCHASES	$ 23.78
	TOTAL INTEREST FOR THIS PERIOD	$ 23.78

2019 Totals Year-to-Date	
Total Fees Charged in 2019	$0.00
Total Interest Charged in 2019	$23.78

ACTIVITY AND PROMOTIONS DETAIL

	Original Promotion Trans Amount	Promo Trans Date	Previous Balance	Payments & Other Credits	Purchases, Cash Adv, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES										
REGULAR										
	-	-	$452.30	$155.40-	$232.25	$11.01	$540.16	-	-	-
36 MONTH MAJOR PURCHASE PLAN										
	$3,877.98	06/27/19	$3,877.98	$115.00-	-	$12.77	$3,775.75	$115.00	-	-
TOTAL			$4,330.28	$270.40-	$232.25	$23.78	$4,315.91	$115.00	$0.00	

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
REGULAR	27.99% (M)(V)	$463.47	$11.01
36 MONTH MAJOR PURCHASE PLAN	3.99% (M)	$3,769.15	$12.77

(V) = Variable Rate





*Subject to credit approval. Terms & conditions apply. Ask a Team Member for details.

SEASONAL REWARDS
TSC
NEIGHBOR'S CLUB
FOR LIFE OUT HERE

JOIN THE TSC REWARDS PROGRAM

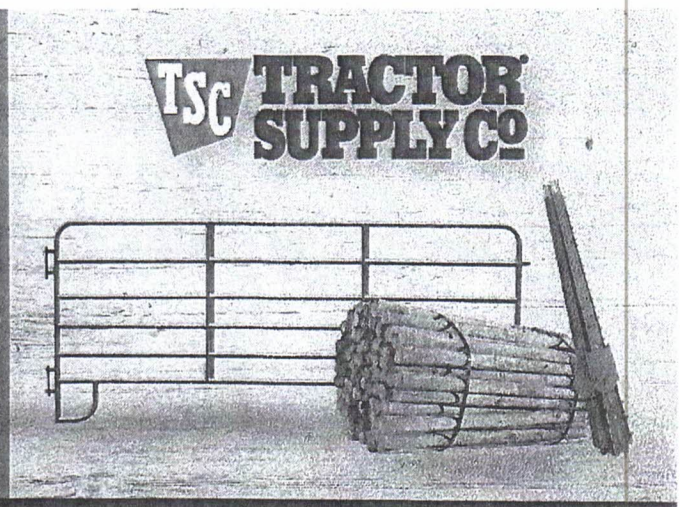
EARN $5 IN REWARDS*



For every $150 you spend with the TSC Personal Credit Card.
Excludes purchases with special financing.

*Only revolve purchases count towards earn. Exclusions apply. See Neighbor's Club Terms and Conditions for details.

ALL YOUR
FENCING NEEDS
IN ONE PLACE



SHOP THESE PRODUCTS + MUCH MORE AT TRACTORSUPPLY.COM

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Account Statement

Send Notice of Billing Errors and Customer Service Inquiries to:
TRACTOR SUPPLY CREDIT PLAN
PO Box 6403, Sioux Falls SD, 57117-6403

TSC TRACTOR SUPPLY Co

Customer Service:
tractorsupplypersonal.accountonline.com
Account Inquiries:
1-888-316-8480

Account Number: [redacted]0992

Summary of Account Activity

Previous Balance	$4,707.64
Payments	-$0.00
Other Credits	-$0.00
Purchases	+$0.00
Cash Advances	+$0.00
Fees Charged	**+$39.00**
Interest Charged	**+$32.30**
New Balance	$4,778.94
Past Due Amount	$1,195.00

Credit Limit	$0.00
Available Credit	$0.00
Amount Over Credit Limit	$778.94
Statement Closing Date	03/25/2020
Next Statement Closing Date	04/24/2020
Days in Billing Cycle	31

Payment Information

New Balance	$4,778.94
Minimum Payment Due	$1,378.00
Payment Due Date	April 21, 2020

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to $39.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on this statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	2 years	$5,075

If you would like information about credit counseling services, call 1-877-337-8188.

Reminder: Payments may be made by mail, by calling 1-800-263-0691, or by visiting tractorsupplypersonal.accountonline.com.
Note: In-store payments are not accepted.

Please note that if we received your pay by phone or online payment between 5 p.m. ET and midnight ET on the last day of your billing period, your payment will not be reflected until your next statement.

Please update your phone number, including cell phone number on the back of the payment coupon.

TRANSACTIONS

Trans Date	Description	Reference #	Amount
FEES			
03/21	LATE FEE		$ 39.00
	TOTAL FEES FOR THIS PERIOD		**$ 39.00**

8 TY 16

This Account is Issued by Citibank, N.A.

Please detach and return lower portion with your payment to insure proper credit. Retain upper portion for your records.

TSC TRACTOR SUPPLY Co
PO BOX 790394
ST. LOUIS, MO 63179

Statement Enclosed

Your Account Number is [redacted]0992

Pay your bill and more via your Account Online

tractorsupplypersonal.accountonline.com

[redacted]

Payment Due Date	**April 21, 2020**
New Balance	**$4,778.94**
Past Due Amount†	**$1,195.00**
Minimum Payment Due	**$1,378.00**

Amount Enclosed: $.

†Past Due Amount is included in the Minimum Payment Due.
Please print address changes on the reverse side.
Make Checks Payable to

EDRICO J BLAKENEY
2426 NEW CUT CHURCH RD
LANCASTER, SC 29720-9329

TRACTOR SUPPLY CREDIT PLAN
PO BOX 9001006
LOUISVILLE, KY 40290-1006

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- **Agent-Assisted Phone Payments.** If you call us to make a payment with the assistanc of a live agent, the payment will be applied the same day and you will be charged a $5.0 agent expedited payment fee.
- **Express Mail.** Send payment by express mail to: Consumer Payment Dept., 6716 Grade Lane, Building 9, Suite 910, Louisville, KY 40213.
- **Crediting Payments other than by Mail.** The payment cutoff time for Online bill payments, Phone payments, and Express Mail payments is midnight Eastern time. This means that we will credit your account as of the calendar day, based on Eastern time, th we receive your payment request.

If you send an eligible check with this payment coupon, you authorize us to complete your payment by electronic debit. If we do, the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also, the check will be destroyed.

Credit Reporting Disputes. We may report information about your account to credit bureaus. If you think we reported inaccurate information, please write us at: Credit Bureau Dispute Verification, P.O. Box 6497, Sioux Falls, SD 57117.

Report a Lost or Stolen Card Immediately. Call the Account Inquiries number shown on Page 1.

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To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than $50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or i we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing errors and customer service inquiries shown on Page 1 of your statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

RPL PLAN AUG19

TY - 9194-0575-0001 -//- 00 - 000 - TRACTOR -//- E - 32 - X - 02 -//- P - E - Y - 0 - N -//- 7 - - - - 0 - 0 -//- 01/25/20 - 06/01/19 - 9 - February 23, 2020
N - - - -//- 0 - - TYVB - V -//- - - 0 - 0 - - -//- - - - -

Please provide change of address and update/add your phone numbers here: (Use blue or black ink.)

*Cell: *Home:

***Phone:** By giving us a cell number or a number later converted to a cell number, you agree that we or our service providers can contact you at that number by autodialer, recorded or artificial voice, or a text. Your phone plan charges may apply.

Account: **** **** **** 0992

TRANSACTIONS (cont.)

Trans Date	Description	Reference #	Amount
INTEREST CHARGED			
03/25	INTEREST CHARGE ON PURCHASES		$ 32.30
	TOTAL INTEREST FOR THIS PERIOD		$ 32.30

2020 Totals Year-to-Date	
Total Fees Charged in 2020	$117.00
Total Interest Charged in 2020	$92.88

ACTIVITY AND PROMOTIONS DETAIL

	Original Promotion Trans Amount	Promo Trans Date	Previous Balance	Payments & Other Credits	Purchases, Cash Adv, Fees & Other Debits	Interest Charged	New Balance	Promotion Minimum Payment Due	Deferred Interest Charges	Promotion Expiration Date
PURCHASES										
REGULAR										
	-	-	$856.06	-	$39.00	$19.23	$914.29	-	-	-
36 MONTH MAJOR PURCHASE PLAN										
	$3,877.98	06/27/19	$3,851.58	-	-	$13.07	$3,864.65	$920.00	-	-
TOTAL			**$4,707.64**	**$0.00**	**$39.00**	**$32.30**	**$4,778.94**	**$920.00**	**$0.00**	

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
REGULAR	25.99% (M)(V)	$871.55	$19.23
36 MONTH MAJOR PURCHASE PLAN	3.99% (M)	$3,857.89	$13.07
(V) = Variable Rate			

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COMPLAINT / Appeal to Common Pleas

FILED
OFFICE OF CLERK
OF COURT
2021 JUN 30 AM 9:04
CLERK OF COURT
LANCASTER, SC

2021CP29-00808
COMMON PLEAS CASE NUMBER

STATE OF SOUTH CAROLINA
COUNTY OF LANCASTER

EDRICO JUAN BLAKENEY

APPELLANT(S)

CITIBANK N.A. /

ROBERT J. STEPHENSON ESQ

RESPONDENT(S)

NUMBER

IN THE COURT OF COMMON PLEAS

NOTICE OF CIVIL APPEAL

The plaintiff/defendant (circle one), EDRICO J. BLAKENEY hereby gives notice of appeal from the judgment of the magistrate's court in the above action, to the Circuit Court of Common Pleas, in the county of LANCASTER.

This notice of appeal is made subsequent to personal notice of the judgment which was received on the 9th day of June, 2021.

The appellant's exceptions to the judgment of the magistrate are set forth as follows:

Defendant/appellant was **NOT** given due process of law!!! The judgment entered by Judge Van Richardson should have **NEVER** been entered and should therefore be reversed and relief granted to the defendant/appellant immediately. The defendant/appellant believes Judge Van Richardson was bias and/or he never read the answer that was given by defendant/appellant to the court. The defendant/appellant denied in the answer filed with the court that he was the account holder of the alleged account and asked for proof from the plaintiff. Producing or not producing proof would give the plaintiff or the court jurisdiction to bring defendant into the court **OR** for the court to hear about private matters that never took place!!! The plaintiff NEVER produced proof. Defendants answer and legal defense that was turned into the court all together in one document consist of a total of six (6) pages. The first page is the courts blank defendants ANSWER form sent with original summons and complaint. Defendants Answer see attached: is 4 pages numbered 1 of 4 through 4 of 4. On the first page 1 of 4 there are 4 points made that consist of defendants answer and supportive evidence to the answer. The first 3 points are supported evidence. **The fourth (4th) point the Answer is clearly labeled to comply with law and to answer to this claim see attached: The attached** was labeled NOTICE OF UNDERSTANDING AND CONDITIONAL ACCEPTANCE AND REQUEST FOR A PROPER BILL AND LAWFL CONTRACT AND FULL RECORD OF ACCOUNTING AND FEE SCHEDULE, pages numbered 3 of 4 and 4 of 4. On page 2 of 4 it states, Wherefore, for the reason set forth and discussed above, Defendant respectfully request that this Honorable Court deny the Plaintiff claims with prejudice and to additionally: 1....2....3) to award any such other relief the Court deems appropriate.

** **To fully understand the defendant/appellant's exceptions you must also read pages 1-11 of (** [redacted] **)** **

Dated: 6/24/2021

Edrico Juan Blakeney
Appellant (or his attorney)

SCCA/720 (Amended 8/1/2011)

Continued... from appeal form SCCA/720(AMENDED 8/1/2011)

(SEE ATTACHED)

Defendants answer to civil case 2020CV2910101443 (PLAINTIFF CITIBANK NA VS. DEFENDANT EDRICO J BLAKENEY) was given to the courts on 10/6/2020. In it defendant contested the jurisdiction of the courts, and denied being responsible for all claims brought by CITIBANK NA., by checking the appropriate check box and writing see attached for answer to check box. The see attached/Answer to complaint was a NOTICE OF UNDERSTANDING AND CONDITIONAL ACCEPTANCE AND REQUEST FOR A PROPER BILL AND LAWFULL CONTRACT AND FULL RECORD OF ACCOUNTING AND FEE SCHEDULE of $1,000 per page of correspondence. Also defendant ask the courts to dismiss the case with prejudice and to award any such other relief the courts deems appropriate. (As of today, the itemized amount owed to the defendant/appellant is $18,084.79. Note, this does not include any additional court cost, expenses, and/or fees that may occur after this date.) The defendant does not and has never had such an account with the plaintiff. The defendants answer denying all the claims made by plaintiff and asking them to verify to defendant and the court that defendant opened the account making defendant the holder of the account which defendant denies. Upon legal verification that defendant personally opened the alleged account, (just because the information belongs to the defendant does not mean that defendant gave it to plaintiff) and that defendant has made any agreement with CITI BANK NA. To Supply the form with defendant's signature or something to prove defendant's point of contact to initiate a contract for the purported account. Any lawful proof of the exercising of the competency of plaintiff and defendant to enter an agreement/contract. It is defendants understanding there are certain elements that make up a contract and they are, having a mental capacity and competency to enter an agreement/contract, an offer of something, then an acceptance from another of the offer of something, then consideration of the offering and accepting of the something that explains the term of conditions for the offering of something and the conditions for the accepting of the something offered (Terms and conditions). The proof of a contract should be in the plaintiff's position since they have claimed to be the original creditor of this purported account. They should have the note of indebtedness. Without proof of it than there could be no proof of a cause of action for the courts to hear.

Defendant's rights were violated by the court by being denied due process of law by the court. In addition, a summary judgment was granted by the courts in the amount of $4858.98 in favor of the Plaintiff. The Defendant's answer to the claim was totally ignored and supporting evidence was never allowed to be summited or entered into the courts as evidence. Therefore, not allowing the defendant a chance to properly defend himself; and not allowing the defendant to present supportive evidence to the facts of defendant's defense for legal Validation of the purported dept. Which was and is the Only legal defense raised by defendant and is supported by law to protect the defendant from such action that was taken upon defendant by the courts for the plaintiff in the granting or enforcement of the summary judgment.

The Defendants supporting evidence to this matter proves this matter was legally settled and closed through correspondence with Plaintiff Citibank NA and legal Counsel Robert J. Stephenson, before 6/9/2021, (date set for trial of civil case 2020CV10101443).

On 10/6/2020, defendant mailed copies of defendants' court summons answer, Notice of understanding and conditional acceptance along with copies of the original Summons and complaint filed with the courts by Plaintiff, against Defendant Edrico J Blakeney, through certified mail #70201290000064486582 return receipt requested to CITIBANK NA's the address that was given to the courts in its summons and complaint at: Citibank Na, 220 North Main Street. Suite 563; Greenville, SC 29601. It was received and signed for on 10/8/2020 by L. Achter huff, Received by Da. CO106.

Stating NOTICE TO ONE IS NOTICE TO ALL. In Reference To: CIVIL CASE NUMBER 2020CV2910101443 / Account # xxxxxxxxxxxx0992.

It is my understanding that consent is law, and It is my understanding, for and on the record, that at no time have I given, nor do I give consent to any business agreement or arrangement with any of the parties referred to in your correspondence dated the 9th day of September 2020, and It is my understanding that upon receipt of a proper bill INVOICE (**not a statement**) for any amount of money allegedly owed to CITIBANK N.A. by Edrico J Blakeney AND a copy of a lawful contract AND a full record of ACTUAL ACCOUNTING whereby CITIBANK N.A. has incurred a loss of the alleged debt I will consider paying any outstanding amount that has been lawfully agreed, and It is my understanding that in order to be lawful, a proper bill will include the wet signature of the issuing party, which in this case appears to be the company known as CITIBANK N.A. , and It is my understanding that a lawful contract will include Proof of the existence of an account or contract in the actual flesh and blood name of Edrico J Blakeney duly signed and witnessed by both parties, (not a unilateral agreement) and upon which signed page there is reference to the entire agreement. AND THE FOLLOWING;

1. full disclosure
2. due consideration
3. lawful terms and conditions
4. the wet signatures of all concerned parties, and

I hereby make clear and unequivocal declaration that my FEE SCHEDULE for any and all future correspondence will be charged to the addressee at $1000 per page.

It is my understanding that if no dispute, rebuttal or contest of this NOTICE OF UNDERSTANDING AND CONDITIONAL ACCEPTANCE AND REQUEST FOR A PROPER BILL AND LAWFUL CONTRACT AND FULL RECORD OF ACCOUNTING AND FEE SCHEDULE is received by registered post at the exact address shown below within ten days of receipt of this NOTICE OF UNDERSTANDING AND CONDITIONAL ACCEPTANCE AND REQUEST FOR A PROPER BILL AND LAWFUL CONTRACT AND FULL RECORD OF ACCOUNTING AND FEE SCHEDULE, any and all interested parties will hereafter be in agreement with any and all claims and terms of this NOTICE OF UNDERSTANDING AND CONDITIONAL ACCEPTANCE AND REQUEST FOR A PROPER BILL AND LAWFUL CONTRACT AND FULL RECORD OF ACCOUNTING AND FEE SCHEDULE, and a default judgment of permanent and irrevocable estoppal by acquiescence will stand in law.

It is my understanding that my exact correct address is shown below, and

It is my understanding that any and all correspondence addressed incorrectly will be either returned unopened, or discarded without dishonor to myself. **[End of letter]**

Defendant received notice of acceptance of defendant's letters to plaintiff from plaintiff in the form of the process of receiving, accepting, and signing for correspondence sent from

Defendant: Through Certified Mail Return Receipt requested form Citibank NA. However, no response to the content of defendant's letter was ever sent back to defendant from the plaintiff. **(Going forward defendant received notice of acceptance of defendants' letters to Plaintiff from plaintiff in the form of the process of receiving, accepting, and signing for correspondence letters sent from Defendant: Through Certified Mail Return Receipt requested by Plaintiff Citibank NA and their Legal Counsel, TractorSupply/Citibank NA the purported Original Creditor of the account in the same way every time. However, NO response to the content of defendant's letters were never sent back to defendant).**

On 11/9/2020, defendant sent the same exact copies that was sent to Citibank Na. on 10/6/2020 along with an additional letter addressed to plaintiff's counsel Robert J. Stephenson, Esq. The additional letter stated, the defendant received a summons and complaint that was filed on 8/20/2020 on defendant, and defendant did not know how to respond to the court order to answer the complaint since defendant does not hold such an account. In addition, the same correspondence for Notice of understanding and conditional acceptance, that was filed with the court and sent to Plaintiff requesting the same information or proof that defendant is the account holder, was sent to Citibank Na's Legal counsel, Robert J. Stephenson, Esq. address RAS LaVar, LLC, Suite 500; North main St.; Greenville, SC 29601 certified mail#70190140000072513099. The letter was received and signed for on 11/30/2020 by Kim Boss for Plaintiff Counsel.

On 11/9/2020, Defendant sent its second correspondence to Plaintiff. On11/12/2020 Plaintiff (Citibank NA) received its second letter of correspondence from defendant mailed certified mail#70190140000072513082 return receipt requested. That was signed for by L. Achterhoff Da. CO106.

Requesting the answer to the still unanswered Notice of understanding and conditional acceptance. The second letter stated, To Whom It May Concern:

I have sent you my request dated 10/06/20 for you to confirm the balance owing on the above referenced matter and for you to confirm that you would accept full payment of the alleged obligation from me in consideration of your prompt delivery to me of the original instrument of indebtedness in its original form. Along with a Proper bill invoice (**not a statement**) for any amount of money allegedly owed to Citibank Na by Edrico J Blakeney And a copy of a lawful contract And a full record of ACTUAL ACCOUNTING whereby CITIBANK NA. has incurred a loss of the alleged dept I will consider paying any outstanding amount that has been lawfully agreed. It is apparent that you have overlooked or ignored my request. Accordingly, unless I receive your written confirmation that you will accept payment from me in consideration of your delivery to me a Proper bill invoice (**not a statement**) for any amount of money allegedly owed to Citibank Na by Edrico J Blakeney And a copy of a lawful contract And a full record of ACTUAL ACCOUNTING whereby CITIBANK NA. has incurred a loss of the alleged dept, on or before 11/24/2020, I will conclude that you are either unable or unwilling to comply, and I will thereafter consider the matter between us to have been legally and financially settled. All collection activity must cease and desist until you have provided me with all of the requested information contained in this letter and until I have had 60 days to review the requested information. Furthermore, you shall cease and desist making any contact by telephone, email,

text, facsimile, or Internet phone to my home, to my place of employment, to any of my relatives, to any of my friends, and to any of my co-workers. In fact, you must cease and desist making any and all above mentioned contact to any person or entity. You may only contact me, in writing, by regular mail to the address on this letter.

It is my understanding that if no dispute, rebuttal or contest is received by registered post at the exact address shown below within fifteen days of receipt of this NOTICE any and all interested parties will hereafter be in agreement with any and all claims and terms of this NOTICE and a default judgment of permanent and irrevocable estoppal by acquiescence will stand in law.

It is my understanding that my exact correct address is shown below, and
It is my understanding that any and all correspondence addressed incorrectly will be either returned unopened, or discarded without dishonor to my self. **[End of Letter]**

After the time allotted for the Plaintiff Citibank NA to produce the information requested, or accept, dispute, rebuttal or contest of the requested and nothing was ever received from Plaintiff **a third letter was sent by Defendant on 12/4/2020 certified mail#70901400000725131O5**. Received and sign for on12/7/2020 by L. Achter huff, Received by Da. CO106.

The letter was Titled: NOTICE OF MATTER CLOSED AND LEGALLY SETTLED!!!
Stating, RE: Notice of Understanding and Conditional Acceptance AND Request for a Proper Bill and Lawful Record of Accounting and Fee Schedule.
Alleged Account # xxxx xxxx xxxx 0992
Alleged Balance $ 4778.94

This is a Notice of Matter being closed AND LEGALLY SETTLED for none response. You were given more than 60 days to respond to 3 separate letters and a court response of defendant's answer. So now this matter is being considered permanently closed.

NOTICE OF CLAIM DISPUTE
NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT
APPLICABLE TO ALL SUCCESSORS AND ASSIGNS
*******SILENCE IS ACQUIESCENCE*******

NOTICE AND DEMAND TO CEASE AND DESIST COLLECTION ACTIVITIES PRIOR TO VALIDATION OF PURPORTED DEBT

Pursuant to the truth in lending laws of the United States Code, Title 15 5 1601 et. seq. and the Fair Debt Collection Practices Act laws of the United States Code 5 1692 et. seq.2 This notice constitutes a timely written response to your Fair Debt Collection Practices Act notice that you are attempting to collect an alleged debt and is not a dishonor of your alleged claim of debt. This notice is my, required by law, demand to "cease and desist" collection activities prior to validation of purported debt and you must validate the enclosed claim of an alleged debt. You must provide verification that an actual debt really exists by producing the following:

(1) The name and address of the organization or other governmental unit alleging a debt;
(2) The name and address of the person or persons in that organization or other governmental unit alleging a claim of a debt;
(3) The name of the actual creditor even if that is myself;

(4) The origin of the funds used to create this alleged claim of a debt

(5) The actual records of the organization or other government unit showing the time and place of the deposit and distribution of the funds used to create this alleged claim of debt.

(6) The actual records of the organization or other governmental unit showing that an actual loan was made from the organization or other governmental unit's own funds that resulted in the enclosed alleged claim of a debt.

(7) **The actual records of the organization or other governmental unit with a live signature on any and all document/instrument(s) used to allege the existence of a real loan of funds or debt from the organization or other governmental unit to myself or anyone else by a similar name.**

(8) **Be advised that verification is defined (Black's Law Dictionary, 6th Edition) as follows: "Confirmation of correctness, truth, or authenticity, by affidavit, oath or deposition". Affidavit of truth of matter stated and object of verification is to assure good faith in averments or statements of party.**

(9) The actual records of the organization or other governmental unit showing that an honest disclosure of facts relating to the alleged loan was made by the organization or other governmental unit in compliance with the truth in lending laws of the United States Code, Title 15 5 1601 et. seq. and Regulation Z.3

(10) The actual records of the organization or other governmental unit showing that any and all document/instrument(s) containing my signature or the likeness of my signature were not negotiated or pledged by the organization or other governmental unit against my credit to create the funds used for the appearance of a debt and resulting in this alleged claim of debt.

(11) The person that prepares and swears to the validation of debt must describe: 1) your job description on a daily basis; 2) if you are the regular keeper of those books and records and are familiar with how they are kept and their contents; 3) how long have you been in your position; 4) when did you first come in contact with the alleged account/debt; 5) how frequently do you work with the files and information they are presenting to verify/validate the alleged debt; 6) are you the person/employee who regularly works with the alleged account/debt; and 7) do you have personal knowledge about the alleged debt and/or any alleged account.

15 U.S.C. 5 1692 (e) states that a "false, deceptive, and misleading representation, in connection with the collection of any debt," includes the false representation of the character or legal status of any debt and further makes a threat to take any action that cannot legally be taken a deceptive practice.

Pursuant to 15 U.S.C. 5 1692 (g) (4) Validation of Debts, if you have evidence to validate your claim that the attached presentment does not constitute fraudulent misrepresentation and that one owes this alleged debt, this is a demand that, within 10 days, you provide such verification/validation and supporting evidence signed and certified under penalty of perjury to substantiate your claim. Until the requirements of the Fair Debt Collection Practices Act have been complied with and your claim is verified/validated, you have no consent to continue any collection activities.

This is a constructive notice that, absent the validation of your claim, you must "cease and desist" any and all collection activity and are prohibited from contacting me through the mail, by telephone, in person, at my home, or at my work.

You are further prohibited from contacting any other third party. Each and every attempted contact, in violation of this act, will constitute harassment and defamation of character and will subject your agency and/or attorney and any and all agents in his/her individual capacities, who

take part in such harassment, and defamation, to a liability for actual damages, as well as statutory damages of up to $1,000 for each and every violation, and a further liability for legal fees to be paid to any counsel which I may retain.

Further, absent such validation of your claim, you are prohibited from filing any notice of lien and/or levy or judgment and are also barred from reporting any derogatory credit information to any credit reporting agency, regarding this disputed purported debt.

Further, pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. 5 1692 (g) (8), as you are merely an "agency" or other governmental unit of the United States, acting on someone else's behalf, this is a demand that you provide the name of the original "principal", or "holder in due course", for whom you are attempting to collect this alleged debt.

Please take notice that this is a criminal investigation of the business practices of the above named organization or other governmental unit, its agents, officers, employees and attorney to determine violations of the United States criminal laws. Your enclosed claim of collection of a purported debt appears to be founded upon a false record in violation of U.S.C. Title 18 5 2071 and 2073 (falsifying records) and further; uttering and possessing false obligations and counterfeit securities based upon the falsified records in violation of U.S.C. Title 18 5 471, 472, 473 and/or 513, and further: using corrupt business practices to make and possess false records and claim of obligation, not substantiated by truthful facts in violation of the Federal Racketeer Influences and Corrupt Organization (RICO), U.S.C. Title 18 5 1961 et. seq. and further: using the U.S. Mail to present such fraud and false instruments amounting to Mail Fraud, criminal conduct falling under Title 18 U.S.C. 5 1341 — Frauds and Swindles laws, and further sending mail with false and fictitious names, a criminal conduct falling under Title 18 U.S.C. 5 1842 — Fictitious Names.

TAKE NOTICE Debt Collector's failure in providing Respondent with the requisite verification, validating the above referenced alleged debt within the requirements of law as codified in the Fair Debt Collection Practices Act, Fair Credit Reporting Act and the corresponding laws of each state, signifies that Debt Collector tacitly agrees that:

a. **Debt Collector has no lawful, bona fide, verified claim, re the above-referenced alleged account:**

b. **Debt Collector waives any and all claims against Respondent and**

c. **Debt Collector tacitly agrees that Debt Collector will compensate Respondent for all costs, fees and expenses incurred in defending against this and any and all continued collection attempts, re the abovereferenced alleged account.**

d. **Failure of Debt Collector to properly and legally verify/validate alleged debt as required in this notice is a self executing irrevocable power of attorney authorizing Respondent/Alleged Debtor named herein to direct the permanent removal, on behalf of the alleged Creditor, of any and all references to said account in any and all credit reporting agency files of any type.**

This response will constitute my effort to resolve this on-going debt claim between the parties involved. Until full disclosure is achieved, there can be no case, collection or action. "No civil or criminal cause of action can arise lest, out of fraud, there be a valid, honest contract." See Eads v. Marks 249 P. 2d 257, 260. [End of Letter]

After not receiving any response from Citibank NA or their Counsel for the correspondence letters sent by defendant on the dates above. **Defendant then sent a forth letter to Citibank NA on 1/6/2021 and it was received on 1/11/2021, signed for by CA SO**

received by(printed Name) Cu19 ET6 at the same address as all letters previously sent, certified mail#70190140000072513150.

Stating Re: Acct # XXXX-XXXX-XXXX-0992

To Whom It May Concern:

I have previously sent you several requests to validate my debt, account number XXX-XXX-XXX-0992 on 10/6/2020, 11/9/2020, and 12/04/2020.

Under the Fair Debt Collections Practices Act (FDCPA), I have the right to request validation of the debt you say I owe you. I have given you 30 days to remedy the situation, which is a very reasonable period. I have received no reply from you, though I did receive confirmation via mail that you did receive my letters on 10/08/2020, 11/12/2020, 12/7/2020. Since you are still reporting this account on my credit report, you are now in violation of the FCPDA, and are now subject to fines of $1000, which I may collect from you by filing a claim in small claims court. I intend to follow through with the suit if I do not hear back from you within 15 days.

You should also be aware that reporting such invalidated information to major credit bureaus might constitute defamation of character, as the negative marks on my credit report harm my credit and prevent me from enjoying all the benefits of good credit. I'm sure your legal staff will agree that non-compliance with this request could put your company in serious legal trouble with the FTC and other state or federal agencies. **[End of Letter]**

In addition to the letter; the defendant mailed copies of the letters that were sent to the major credit reporting agencies about the disputed alleged claim and inaccuracy of an unverified account to Citibank NA.

The defendant disputed the alleged claim and inaccuracy of an unverified account that was reported by TractorSupply/CITIBANK NA on defendants personal credit file with the credit reporting agencies, Experion, Equifax, and TransUnion. Defendant disputed the accuracy of the account with the reporting agencies through certified mail return receipt requested #'s70190140000072513176 to TransUnion, 70190140000072513129 and 70201810000081186128 to Experian, 70190140000072513136 and 70190140000072513143 to Equifax. (1st TransUnion dispute was done online.) After investigation and reinvestigation no legal verification of the accounts were given by TractorSupply/Citibank NA or Citibank NA nor their Legal Counsel. **The accounts were then permanently deleted from defendants personal credit report.**

On 1/25/2021, defendant sent a letter by certified mail#70190140000072513174 return receipt requested to TractorSupply/CITIBANK NA the creditor that reported the inaccurate information to the credit agencies address that is Po. Box 6217 Sioux Falls SD, 57117. **(NOTE: This address is different than the address the Plaintiff filed with the court. Yet this is the address used with all 3 credit reporting agencies NOT the address the Plaintiff filed with the court.)** On 2/4/2021 defendants letter was received and signed for by D Bvy, the date received is stamped FEB 04 2021 AND received by (print name) wasn't printed/signed. The letter was asking for the same legal verification of the purported dept owed to Citibank NA that was ask for in all correspondence from defendant since 8/20/20, when the complaint

was filed with the court by the plaintiff.
The letter stated without verification that they must stop reporting unverifiable information to defendants personal credit without defendants consent. In addition to the letter; the defendant mailed copies of the letters that were sent to the major credit reporting agencies about the disputed alleged claim and inaccuracy of an unverified account to TractorSupply/CITIBANK NA to the address that was listed with the credit reporting agencies.

Ever letter sent by Defendant through certified mail return receipt requested to Plaintiff, plaintiff's Counsel, TractorSupply/Citibank Na, and the Credit Reporting Agencies is supporting evidence to Defendants denial of all claims made against defendant and that the matter has been legally and financially settled. The supportive evidence was ignored by the Courts and wasn't allowed to be entered into evidence by Judge Van Richardson (Judge Van Richardson, the Court going forward).

Defendant's exceptions to the court and its ruling were recorded in a 29 to 30 minute audio recording. A copy of the recording is believed to be in the possession of the Appeals Courts (The Court Of Common Pleas). Which defendant will now point out from the same recording certain incidents where the courts errored in its ruling! Time 0:30sec.-1min:35sec. The Court was set in order by Judge Van Richardson. The Court presume Court proceeding by giving the rules of the court. Explaining that the plaintiff is the one who brought the claims to the court. And that they will explain their side first and present evidence and then defendant would have his chance to present his evidence. The court ask defendant if he had any question about the proceeding set forth. The defendant said yes! The challenge of the jurisdiction of the courts referring to defendant's initial answer with the court. In which defendant denies all claim and requested legal proof of him being the account holder to be held legally liable for the account from Plaintiff prior to coming to court that would give them legal jurisdiction over defendant. Also have they given to the court the information that was requested in defendants answer to the claim with the court. That would legally verify defendant as the account holder in question (evidence that the dept is owed by the defendant). And what evidence was given to the courts to give them jurisdiction to bring defendant to court. The courts then ask the counsel for the plaintiff what gives them jurisdiction over defendant to bring him into the courts. Counsel for plaintiff called defendant to the stand. The courts intervened and told counsel that defendant can not be called to the stand because of the matter of jurisdiction raised by defendant hasn't been satisfied with the courts. Counsel rebutted that he would get his evidence from defendant. The courts granted his motion, but defendant objected to the motion. Stating that this matter should have already be settled by the courts prior to setting the court for proceeding and should be supported by evidence given to the courts from Plaintiff and its Counsel and not the defendant. The courts ruled in favor of the defendant in the motion. The counsel then told the courts that they had personal and subject matter jurisdiction over defendant, and from their belief defendant is the holder of the account. And then counsel motioned for summary judgment on the pleading because defendant has risen no legal defense to support my answer with the courts, accept the statue of fraud and that it was not a statue that could be used in an open account. Defendant objects to the counsel claim of being the account holder and asked for evidence of some form of contract to support it. Because defendant had evidence to prove that he is not the

account holder. The courts interrupted defendant as he was speaking and said that he respected defendants' motion but was ruling on behalf of the plaintiff in having jurisdiction over defendant and granted for summary judgment. Defendant made the court aware of his grievance of the error ruled upon in favor of the plaintiff without factful facts that defendant is the account holder. And not allowing the evidence that defendant entered as an Answer to the summons and complaints into the records as evidence, also not allowing the defendant to present the evidence to support defendant's denial, and objections of all claims. And that it's been legally and financially settled and closed. As stated in the first page/form for appeals, defendants answer, which was ignored all together by the courts, and legal defense is in all one Document Consisting of a total of 6 pages. The first page is the courts blank defendants ANSWER form sent with original summons and complaint. Where checks were made in the appropriate box with see attached written below the checked box(s). Defendants Answer see attach: is 4 pages numbered 1 of 4 – 4 of 4. On the first page 1 of 4 there are 4 points made that consist of defendants answer and supportive evidence to the answer. The first 3 points are supported evidence. The fourth (4^{th}) point the Answer is clearly labeled (To comply with law and to answer to this claim see attached: The attached was labeled NOTICE OF UNDERSTANDING AND CONDITIONAL ACCEPTANCE AND REQUST FOR A PROPER BILL AND LAWFL CONTRAT AND FULL RECORD OF ACCOUNTING AND FEE SCHEDULE, numbered 3 of 4 and 4 of 4. On page 2 of 4 it states; Wherefore, for the reason set forth and discussed above, Defendant respectfully request that this Honorable Court deny the Plaintiff claims with prejudice and to additionally: 1….2….3) to award any such other relief the Court deems appropriate.

Defendant put it into record that based on these facts of the preceding and ruling of jurisdiction he was going to appeal the ruling of the case. The courts moved along with the preceding with defendant as the account holder and was going to determine the damages that was owed by defendant. As the trial continued at the 9 min. 21sec mark in an explanation to defendant from the courts about the ruling of the summary judgment, the courts stated that (He (plaintiff counsel) made a motion that I rule on their behalf. Because defendants answer does not qualify as a ligament defense. So that is what I'm doing ruling in their favor and now they are going to have to prove to me the damages, or prove that um, the Dept is owed or whatever., or how much is owed). And at the 24min. and 18sec mark pay attention to the remarks made by defendant and the courts.

And other type incidents happen throughout the rest of the preceding until judgment was set and court adjourned.

None of any of the lawful proof mention above have been presented to the courts by the plaintiff at any time. Judge Van Richardson never settled the matter rightfully by law from the summons and complaint and the defendants contesting of the jurisdiction, and legal defense claim of not being Holder of said account!!! Defendant was not given the proper lawful chance to defend himself in the court of law. Therefore, defendant was denied a fair trial by due process of law!!!

APPEAL

List of Legal Authorities not excluding any Authorities mentioned above.

Summary Court Judges Bench Book - Table of Contents

13. Summary Judgment

After the filing of a civil case and prior to the actual trial, you may occasionally receive a motion for summary judgment, often filed by parties represented by an attorney. Rule 56, SCRCP, which is made applicable to magistrate's court by Rule 81, SCRCP, allows the plaintiff **or** defendant, at any time after the expiration of 30 days from the commencement of the action or after service of a motion were summary judgment by the adverse party, move with or without supporting affidavits for a summary judgment in his favor upon all or any part of the action. The motion shall be served at least 10 days before the time fixed for the hearing. The purpose of summary judgment is to expedite disposition of **cases which do not require the services of a fact finder**. George v. Fabri, 345 S.C. 440, 548 S.E.2d 868 (2001). **Summary judgment is proper when**, after reviewing the motion, supporting affidavits, and the pleadings, **there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law**. In **determining whether summary judgment is appropriate, the evidence and its reasonable inferences must be viewed in the light most favorable to the nonmoving party. Baughman v. American Telephone and Telegraph Company, 306 S.C. 101, 410 S.E.2d 537 (1991). Summary judgment is a drastic remedy and should be granted only upon clear and convincing evidence. Additionally, even where there is no dispute as to the evidentiary facts, but only as to the conclusions are inferences to be drawn from them, summary judgment should not be granted. Hamilton v. Miller, 301 S.C. 45, 389 S.E.2d 652 (1990).** If, after a hearing, the court determines that summary judgment is appropriate, an order to that effect ending the case should be issued. If the court determines summary judgment is not appropriate, the case should proceed to trial. The denial of a motion for summary judgment is not directly appealable. See Walton v. Mazda of Rock Hill, Op. No. 4306 (S.C. Ct. App. Filed Oct. 19, 2007), where the S.C. Court of Appeals held that Rule 56, SCRCP, relating to summary judgments, applies to magistrates court.

D.
Non-Jury Trials

1. Generally

Trials in the magistrates' courts may be either with or without a jury. Either party to a civil suit is constitutionally entitled to a trial by jury upon demand, but upon agreement of both parties, the right to trial by jury may be waived.

Upon waiver of the right to trial by jury by both parties, **the magistrate himself becomes the trier of fact,** as well as **the one who determines, based on the evidence, whether the plaintiff has proven his case over the defendant by a preponderance of the evidence.** The standard of "proof by a preponderance of the evidence" is not as stringent a standard as that of "reasonable doubt" in criminal trials, and means generally that the evidence of one side or the other has "greater weight" or creates a "stronger impression."

The magistrate should base his decision upon all the evidence admitted at trial, taken as a whole, rather than on the side offering the greater number of witnesses or upon any evidence not admitted at trial. **If the evidence offered by the plaintiff does not convince the magistrate by a preponderance, or greater weight, the magistrate must give a verdict for the defendant**.

2. Defenses and Counterclaims

After the offering of the plaintiff's evidence, any defenses alleged by the defendant must be examined by the magistrate. If the evidence of the defendant offered in support of his defense is more convincing than the plaintiff's evidence contesting that defense, the verdict must be given for the defendant. But a verdict for the plaintiff must be given where the plaintiff's evidence contesting the defense was more convincing than the defendant's evidence supporting his defense.

3. Defenses

The following comprises a list of some but not all the defenses available in contract actions:

a) Capacity
The parties to the contract must be competent to make a contract, and not incapacitated by mental incompetency, infancy, or the like.

b) Statute of Frauds
Any contract for an interest in land or any agreement that is not to be performed within one year must be in writing and signed by the party against whom it is seeking to be enforced. (§ 32-3-10(4)). Failure to put such a contract in writing renders it void. (§ 27-35-20).

M.
Elements of Common Tort Actions

1. Generally

A tort is defined as a **private wrong or injury done to person or property for which a legal remedy is afforded.** A tort arises where there is 1) **a duty of due care; 2) a breach of that duty--i.e. negligence; 3) a legally protected injury; and 4) a causal relationship between that injury and the negligence such that the negligence "proximately caused" the injury.** A wrongful act may be a breach of a contract, a crime punishable by law and a tort. A tort compensates victims, while criminal law punishes wrongdoers.

Whether the defendant breached his duty of due care (or some other related duty) and proximately caused the plaintiff's injury is a mixed question of law and fact to be determined at trial. The judge should provide a proper charge and direct a verdict only where there is no evidence upon which a reasonable juror could decide otherwise.

RECEIVED
Dec 27 2023
SC Court of Appeals

Certificate of Counsel

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

December 13, 2023

/s/ Edrico Juan Blakeney
Edrico Juan Blakeney
2426 New Cut Church rd.
Lancaster, South Carolina 29720
Appellant

CC: Joseph Eugene Hill,Esquire
Robert John Stephenson,,IV, Esquire