

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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SC Court of Appeals

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APPEAL FROM BERKELY COUNTY  
Court of Common Pleas  
Paula McElvogue, Magistrate  
Court Judge

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Case No. 2023-001322

Melissa Freeman, Appellant,

v.

The Estate of James F. Murrell, Respondent,

**ANSWER IN OPPOSITION OF MOTION TO DISMISS**

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I, Melissa Freeman, the plaintiff in the aforementioned case, hereby submit this motion in appeal against the dismissal of the bond to stay order. The dismissal was based on alleged non-payment of rent and failure to provide court transcripts, allegations which are unfounded and unsubstantiated.

**I. Background:**

I entered into a verbal agreement with James F. Murrell regarding the purchase and renovation of a mobile home situated at 132 Murrells Inlet lane in Moncks corner, SC. Under this agreement, I undertook extensive renovations to make the property habitable for my family, investing substantial time and resources. Despite fulfilling my obligations, the landlord has failed to honor the terms of the agreement, refusing to provide rent credits as agreed upon as well as refused to cooperate with the court by her denial of receipt of rental payments.

Furthermore, the landlord has engaged in a pattern of harassment and intimidation, including but not limited to the following:

- Threats and Intimidation: The landlord, Tammy Brinson, has sent threatening emails and messages, including derogatory remarks about myself and my children.
- Vandalism and Property Damage: In November, someone associated with the landlord broke into the property, vandalized the premises, and caused extensive property damage. This included writing obscenities on the walls, damaging both entrances that I had to have repaired, trashing the house, and tampering with the utilities.
- Surveillance: The landlord admitted to installing a surveillance camera that faces my residence, infringing upon my privacy rights and creating a hostile living environment and further distress as she promised.
- Non-cooperation: The landlord has been uncooperative in accepting rent payments, despite my efforts to fulfill my financial obligations. As has also misled the court by providing a proof of service with the Motion to dismiss stating that I was served on

A date that is untrue in another attempt to manipulate the legal system and help ensure her goal in this matter which

is to evict my young children and myself from our residence by any means necessary. I am attaching a photo of the envelope with no postmark or date that I located in my old mailbox for 120-A Murrells inlet lane on Monday March 4, 2024. The landlord has also shut off my water without notice more than 5 times for extended period of time on more than 5 occasions. The last time resulted in me having to call the sheriff's office to my home to come other to turn it on.

**II. Allegations of Misconduct:**

The landlord's actions constitute violations of the South Carolina Landlord-Tenant Act (Title 27, Chapter 40) and the South Carolina Residential Landlord and Tenant Act (§ 27-40-510). Furthermore, the landlord's attempts to expedite the eviction process through misrepresentation and procedural irregularities amount to a denial of my rights to due process and fair treatment under the law.

**III. Legal Violations:**

The landlord's actions constitute violations of the South Carolina Landlord-Tenant Act (Title 27, Chapter 40) and the South Carolina Residential Landlord and Tenant Act (§ 27-40-510). Furthermore, the landlord's attempts to expedite the eviction process through misrepresentation and procedural irregularities amount to a denial of my rights to due process and fair treatment under the law.

**Breach of Agreement:** Despite my adherence to the terms of the agreement and significant financial investments towards renovation, the defendant reneged on our agreement by refusing to honor the adjustments to rent as agreed upon. This unilateral breach of contract left me with no choice but to withhold rent starting from May 2023.

Misrepresentation and unfair legal proceedings : The respondent has falsely claimed non-payment of rent since March 2023] and initiated eviction proceedings in June 2023 During subsequent legal-proceedings, the respondent misrepresented facts, leading to an unfair judgment for eviction. Furthermore, despite a court-ordered stay bond and subsequent attempts to settle outstanding dues, the defendant manipulated the legal process to secure a writ of ejectment.

IV. Evidence:

I possess substantial evidence to support my claims, including:

- Copies of personal checks mailed to the landlord as rent payments.
- Receipts for certified checks issued to the estate of James F. Murrell.
- Photographic evidence of certified checks in the landlord's mailbox.
- Receipts from the courier service used to deliver the checks.
- Threatening emails and messages from the landlord.
- Documentation of vandalism and property damage inflicted upon my residence.
- Admission by the landlord regarding surveillance cameras installed around my residence.

V. Relief Sought:

I respectfully request the court to:

- Dismiss the motion for eviction filed by the landlord.
- Reinstate the bond to stay order previously granted by the court.
- Initiate an investigation into the allegations of misconduct and harassment perpetrated by the landlord.
- Provide any further relief deemed just and appropriate by the court.

Conclusion: In conclusion, I respectfully urge the court to review the evidence presented, including documentation of the respondent's misconduct and misrepresentation, and uphold justice by preventing the unjust eviction sought by the respondent. My fundamental rights as a tenant and a parent to a safe and secure living environment for my children depend on the court's impartial judgment in this matter.

In light of the aforementioned facts and legal considerations, I urge the court to uphold justice and fairness by granting the relief sought herein.

Thank you for your attention to this matter. I remain available for any further inquiries or proceedings related to this case.

Respectfully submitted,

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