

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Williamsburg County Court of Common Pleas
Kristi F. Curtis, Circuit Court Judge
Case No.: 2014-CP-45-00132

Case No.: 2021-000835

**South Carolina Farm Bureau Mutual
Insurance Company,**

Plaintiff,

v.

**Marion L. Driggers, Shiralee Driggers,
Tammy D. Floyd, Estate of Arthur
McKenzie, The Travelers Home and
Marine Insurance Company, The
United States of America acting by and
through Its agency, The Internal
Revenue Service, and The South
Carolina Tax Commission,**

Defendants,

Of Whom,

**Marion L. Driggers is the Appellant and The Travelers Home and Marine
Insurance Company is the Respondent.**

**PETITION FOR REHEARING
OF DEFENDANT-APPELLANT**

AND NOW, comes Defendant-Appellant, Marion L. Driggers, and in support of this Petition for Rehearing, avers as follows:

1. The Court issued Opinion NO. 2024-UP-236, dated July 3, 2024, affirming the decision of the Williamsburg County Court of Common Pleas. Said Opinion was remitted to the lower Court on July 19, 2024.

2. The Court of Appeals is asked to reconsider the following issues that the Court overlooked, misapprehended or otherwise failed to provide direction to the Lower Court:

- a. The Court misinterpreted this Party's role in the instant litigation. The undersigned was not a third party to the agreement with the Decedent, Arthur McKenzie.
- b. The Court inappropriately interpreted the 2014 law related to Interpleader. As Travelers failed to serve any interested Party the Interpleader should not have been granted by the Lower Court. Attached hereto as Exhibit "A" is a copy of SC Code §22-3-20 et seq related to Interpleader Actions. Attached hereto as Exhibit "B" is the Schedule of Fees to be collected in Magistrate Court including the cost of filing and service of Interpleader actions.
- c. Respectfully, this Court did not read the transcripts provided in the Record on Appeal.
- d. While the Court opined that Appellant's "ability to recover under the Travelers policy would be limited to the remaining balance of the mortgage", no award was issued, or instructions provided to the Lower Court, for payment by Travelers of said mortgage balance.
- e. The Lower Court, based on the ruling of the Court of Appeals should release the funds remaining from the Travelers policy to cover Appellant's mortgage interest, but failed to direct the Circuit Court to do so.

3. Counsel for Defendant-Appellant, inadvertently calendared a response for August 3, 2024, based on the remitter; rather than July 18, 2024, based on the original opinion.

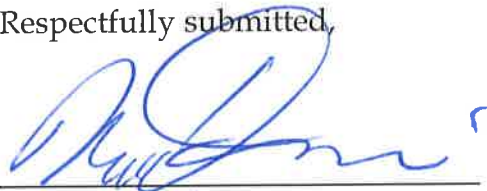
4. Based on the above it is respectfully requested that this Court accept this pro se petition for rehearing.

CONCLUSION

Appellant assets that the Court should reconsider Opinion No. 2024-UP-236 and either rehear the matter or provide clarification to the Lower Court for the release of funds currently held pursuant to the Travelers interpleader.

I certify that this Petition for Rehearing confirms to the requirements of SCACR Rule 21. The length of the Petition for Rehearing, is 7 pages.

Respectfully submitted,



Marion L. Driggers
3497 Hebron
Lake City, SC 29560
(843) 598-0735
mldridders@yahoo.com
Pro Se Defendant-Appellant,

Dated: August 2, 2024
Myrtle Beach, South Carolina

EXHIBIT "A"
SC Code §22-3-10(13) et seq

P.
Interpleader Actions

1. Interpleader Actions

§ 22-3-10 (13) vests the magistrate courts with jurisdiction to entertain interpleader actions arising from real estate contracts for the recovery of earnest money, only if the sum claimed does not exceed \$7,500.00. Generally, interpleader is an equitable remedy in which a person, who owes or is in possession of money or property in which he disclaims any title or interest but which is claimed by two or more persons, prays that the claimants be compelled to state their several claims, so that the court may adjudge to whom the matter or thing in controversy belongs.

§ 22-3-25 is narrowly drawn so that the only interpleader actions available in magistrates court arise when a real estate broker or agent is unable to determine whether the broker or seller is entitled to the return of earnest money, so the broker or agent asks the court to accept the money, dismiss him from the case, and allow the buyer and seller to plead their case to the court.

When an interpleader action is requested, the following directions shall apply. The forms referenced below may be found in the Rules section of this book.

1. Broker or agent, as plaintiff completes the Complaint for Interpleader (SCCA 756) and files the filing fee prescribed by § 22-3-25 (\$90 total comprised of the \$45 filing fee, \$25 proviso fee, and \$20 to serve process on two defendants). Complaint should be filed in county where earnest money is present and, if possible, where at least one defendant resides. If both defendants are non-residents of this State, service must be effectuated by certified mail. Be sure real estate contract is attached.
2. Serve defendant/buyer and defendant/seller with a copy of the Complaint, along with the Interpleader Summons (SCCA 757). You may wish to provide the defendant with a blank copy of Answer to Complaint in Interpleader (SCCA 758) at this time so they may complete the form and return it to the court within thirty (30) days.
3. Upon receipt of answers by the court, the judge shall review to determine if interpleader should be ordered. If neither the defendant/buyer nor the defendant/seller have a claim against the plaintiff/broker (agent), the court should accept the earnest money or require the plaintiff to hold the money until further ordered from the court. If there are no further claims against the plaintiff, the court may dismiss the plaintiff as a party to the action. However, the plaintiff may be needed for testimony. Complete Order for Interpleader and Summons for Hearing (SCCA 759). The order and summons should be mailed to the defendant/buyer and defendant/seller. If defendant/buyer or defendant/seller has a claim against plaintiff, all three parties should be summoned to determine the issues.
4. Hold hearing to determine which claimant should receive earnest money. Proof is by the preponderance of the evidence. Both parties should be given an opportunity to present their case. Since this is a matter in equity, parties do not have a right to a jury trial. If requested, costs may be imposed against the losing party and awarded to the plaintiff. Upon determination, court should issue an order granting relief as is appropriate.

EXHIBIT "B"
Magistrate Court Schedule of Fees

ATTACHMENT K

MANDATORY SCHEDULE OF CIVIL FEES TO BE COLLECTED IN MAGISTRATES COURT. This schedule is based on Sections 8-21-1010, 8-21-1060, and 22-3-340. § 22-3-340 requires that \$25.00 be added to **the original filing** of all summons and complaints and interpleader actions, and \$10.00 be added to **the original filing** of all other civil cases in magistrate court.¹ The filing of a petition for a restraining order against harassment or stalking, or for an order of protection against domestic abuse is statutorily exempt from any filing fee. However, the non-prevailing party in an action for a restraining order against harassment or stalking is charged the filing fee as provided below.

Summons and Complaint

Filing Fee	\$45.00
Service Fee	\$10.00
<u>§22-3-340 Fee</u>	<u>\$25.00</u>
Total	\$80.00

Claim and Delivery

Filing Fee	\$45.00
Bond Fee	\$ 5.00*
Service Fee	\$10.00
§22-3-340 Fee	\$10.00
Execution of	
<u>Judgment</u>	<u>\$20.00**</u>
Total	\$90.00

* Only required when claim for immediate seizure made.

** Only required when pick-up order or execution issued; also includes \$10.00 service fee.

Ejectment

Filing Fee	\$20.00
Service Fee	\$10.00
Mailing Fee	\$ 5.00*
§22-3-340 Fee	\$10.00
Writ of	
<u>Ejectment</u>	<u>\$10.00**</u>
Total	\$55.00

Distrain

Filing Fee	\$20.00
Service Fee	\$10.00
§22-3-340 Fee	\$10.00
Warrant of	
<u>Distrain</u>	<u>\$10.00</u>
Total	\$50.00

* If required by §27-37-30.

** This figure represents service costs and should only be charged if service of the final paper is needed.

¹ The §22-3-340 fee applies only to original filings and not to subsequent filings in the same action. See Section V.C.1 concerning the separation of the proviso fee from the original filing fee and the fee distribution.

Magistrates Sale	
(\$29-15-10)	
Repair and Storage	
Filing Fee/Costs	\$25.00
<u>§22-3-340 Fee</u>	<u>\$10.00</u>
Total	\$35.00

Summary Ejectment of Trespassers	
(\$15-67-610)	
Filing Fee	\$45.00
Service Fee	\$10.00
Warrant of Ejectment	\$10.00*
<u>§22-3-340 Fee</u>	<u>\$10.00</u>
Total	\$75.00

* Represents cost of service of warrants. Only charge if service of warrant is required.

Interpleader	
(\$22-3-25)	
Filing Fee	\$45.00
Service Fee	\$20.00*
<u>§22-3-340 Fee</u>	<u>\$25.00</u>
Total	\$90.00

Harassment/Stalking Restraining Order	
(\$16-3-1750)**	
Filing Fee	\$45.00
<u>Service Fee</u>	<u>\$10.00</u>
Total	\$55.00

* Service upon two defendants will be required in an interpleader action.

** Fee not required at an initial filing. Charge to non-prevailing party at conclusion of hearing.

Magistrates Sale of Abandoned Mobile Home	
(\$6-1-150)	
Filing Fee/Costs	\$25.00
<u>§22-3-340 Fee</u>	<u>\$10.00</u>
Total	\$35.00

Magistrates Declaration and Sale or Destruction of Derelict Mobile Homes	
(\$6-1-150)	
Filing Fee	\$45.00
Service Fee	\$10.00
<u>§22-3-340 Fee</u>	<u>\$25.00</u>
Total	\$80.00

Miscellaneous Fees

1. Fee for the court to prepare and serve a summons/subpoena in a civil action. \$8.00
2. Witness Fee to be paid to witness by compelling party. \$25.00
3. To summons jury panel in civil case; cost to be born by losing party. \$5.00
4. Fee for preparing, certifying, and forwarding a transcript of judgment in a civil case for purpose of appeal (does not apply to criminal appeals). \$10.00

This schedule was developed for statewide use to create uniformity in fees from county to county. This uniformity cannot be achieved without your cooperation. Please adhere to this schedule.

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED

Aug 05 2024

SC Court of Appeals

Appeal from Williamsburg County Court of Common Pleas
Kristi F. Curtis, Circuit Court Judge
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United States of America acting by and
through its agency, The Internal
Revenue Service, and The South
Carolina Tax Commission,**

Defendants,

Of Whom,

**Marion L. Driggers is the Appellant and The Travelers Home and Marine
Insurance Company is the Respondent.**

PROOF OF SERVICE

I certify that on this date a copy of the foregoing **DEFENDANT-APPELLANT'S
PETITION FOR REHEARING** was served on each party or counsel of record by
mailing or hand delivery in the manner prescribed by the applicable Rule of Civil
Procedure as follows:

By e-mail directed to the address registered with AIS:

J. Dwight Hudson, Esq
Hudson Law Offices
PO Box 70218
Myrtle Beach, SC 29572
HUDSONLAW@HUDSONLAWOFFICE.COM
Attorney for Plaintiff-Appellant

Mariel D. Norton, Esq.
Baker, Ravenel, & Bender, LLP
3710 Landmark Dr. Ste 400
PO Box 8057
Columbia, SC 29204
MNORTON@BRBLEGAL.COM
Attorney for Respondent Travelers

Mr. Edward K. Pritchard, III
Pritchard Law Group, LLC
8 Cumberland St., Ste 200
Charleston, SC 29401
EPITCHARD@PRITCHARDLAWGROUP.COM
Attorney for Defendants Shiralee Driggers and Tammy Floyd

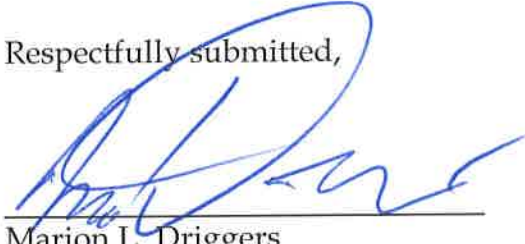
Mr. Daryl James Corbin
PO Box 447
Florence, SC 29503-0447
CORBINLAWFIRM@CORBINLAWSC.COM
Attorney for Defendant Estate of Arthur McKenzie a/k/a Auther McKenzie

Mr. George John Conits
U.S. Attorney's Office
55 Beattie Place, Ste 700
Greenville, SC 29601
GEORGE.CONITS@USDOJ.GOV
Attorney for IRS

Ms. Tasha B. Thompson
S.C. State House Finance and Development Authority
300C Outlet Pointe Blvd.
Columbia, SC 29210
TASHA.THOMPSON@SCHHOUSING.COM
Attorney for SC Tax Commission

Vannie Williams, Jr., Esq.
The Law Office of Vannie Williams, Jr., Esq., LLC
PO Box 2027
Columbia, SC 29202
Williams.Vannie@att.net
Attorney for Audrey Graham, as PR of the Estate of Arthur McKenzie

Respectfully submitted,



Marion L. Driggers
3497 Hebron
Lake City, SC 29560
(843) 598-0735
mldriggers@yahoo.com
Pro Se Defendant-Appellant,

Dated: August 5, 2024
Myrtle Beach, South Carolina