

October 29, 2024

South Carolina Court of Appeals
Clerk of Court, Jenny Abbott Kitchings
Post Office Box 11629
Columbia, South Carolina 29211

RECEIVED
OCT 31 2024
SC Court of Appeals

Dear Clerk of Court Jenny Abbott Kitchings:

IN RE: CASE NO. 2023CP0400899

Please find enclosed 5 pages **MOTION FOR RECONSIDERATION** with the Appellate Court Judge S/R Lawton McIntosh filed on 12/14/2023. His 3 pages Denial for reconsideration filed on 09/26/2024. Form 1, **NOTICE OF APPEAL IN A CIVIL CASE** dated 10/4/2024. Form 7, **PROOF OF SERVICE OF A NOTICE OF APPEAL** dated 10/29/2024. Personal check #2524, dated 10/29/2024 in the amount of \$250 payable to SC Court of Appeals. **CASE NARRATIVE**

CASE No; 2022CP0402096 initially went before Summary Court Magistrate Judge William "Dan" Sharp on 09/14/2022 with the attorney of record, Carolyn Galloway. The Defense attorney was allowed to **OPEN** the hearing. She stated, "the 3 year statute of limitation on a contract had expired. She asked the court to dismiss case.

Plaintiff and Defendant entered a written contract in 11/2016 with an initial payment of \$15,000 for labor and material. He began work and threatened to leave the job unfinished in 02/2017 if another payment of \$15,000 was not made. That payment was made and Defendant **STOPPED** work in 05/2017 before completion breaking the contract.

Judge Sharp said, "Ms. Wideman, you are a pro se litigant going up against a skill and knowledgeable attorney." He dismissed the case without a contract being entered into court.

This Case was appealed on 10/11/2022. Appeals hearing held on 12/15/2022 with the Honorable Perry H. Gravely. His 3 page decision to remand the case back to Summary Court filed on 01/03/2023 is **ENCLOSED**.

The second Summary Court hearing, 2023CP0400899, was held on 03/28/2023 with Judge Sharp. He allowed Attorney Galloway to **AMBUSH** me with 3 defense witnesses whom she "PREP" to lie under **OATH** and to the Judge. Thus willfully **OBSTRUCTING JUSTICE**.

She asked the Court to dismiss my case because I did not ask for **Actual damages** which was the second payment of \$15,000. This Court would have rightfully deny that amount. I asked for **Punitive damages** of \$7500 the amount this court allows. Before

rendering his decision, the Judge said, "I can't tell whose telling the truth or whose lying." He eventually agreed with the Defense and dismissed my case.

I appealed this decision on 04/25/2023 and hearing held in 11/2023. Judge S/R Lawton McIntosh affirmed the Magistrate Court decision on 12/01/2023 is ENCLOSED.

Appellant Court Judge McIntosh, Magistrate Judge Sharp, and Attorney Galloway cannot CONCEIVE a pro se litigant prevailing in a court case. It is very much possible when the Plaintiff's case evidence is overwhelming while the Defense case is DEFENSELESS. Defendant did not complete job after receiving second payment of \$15,000 in 02/2017.

SC LLR Board sanctioned Defendant 3 times for this infraction in 09/08/2020. ABANDONMENT, WORKING OUTSIDE OF HIS SCOPE, LYING TO ANDERSON COUNTY BUILDING AND CODES.

If anything else is needed, please inform me as I am a pro se litigant with very little knowledge about the law. Thank you and Please stay safe.

Beverly F. Wideman
Beverly F. Wideman

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QBW

Clerk : C Keena Tomason
 100 South Main Street
 Anderson, SC 29622
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Received From: Wideman, Beverly Faye
 1351 Vandale Place
 Anderson, SC 29626

Date: 12/14/2023
 Receipt #: 137961
 Clerk: C04WVAUGHN

Paying for: Self
 Transaction Type: Payment

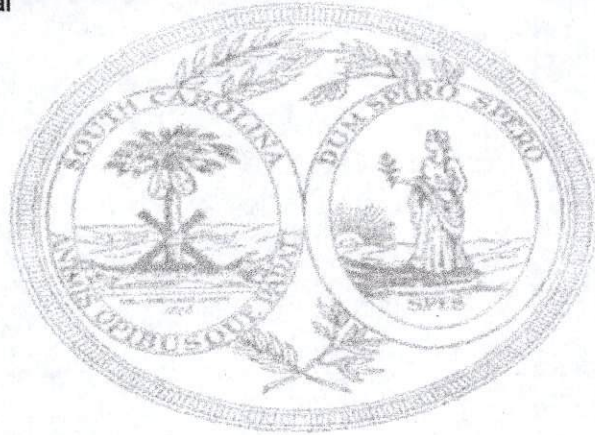
Payment Type: Cash \$25.00
 Total Paid: \$25.00

Reference #:
 Comment:
 Non-Refundable

Total Received: \$25.00
 Change Due: \$0.00

You may check the status of your Anderson case at:
<http://www.sccourts.org/caseSearch/>

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2023CP0400899	Beverly Faye Wideman VS Willie Mackey , defendant, et al	\$25.00	\$25.00	\$0.00



Total Cases: 1	\$25.00	\$25.00	\$0.00
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A TRUE COPY

DEC 14 2023

C. Reena Thomason
CLERK OF COURT

23 DEC 14 AM 10:04:01
ANDERSON, SC CLERK OF COURT

**MOTION to RESPECTFULLY RECONSIDER with this COURT to have
CASE RECONSIDERED**

Pro Se Appellant motion to have Appellate Court Judge S/R. Lawton McIntosh reconsider his ruling on December 1, 2023 with this Court, received on December 5, 2023. Case No.: 2023CP0400899. That this Judge please take a second look at this case and rule based on the law.

On November 28, 2023, this case was heard by this Judge. Appellant spoke clearly, understandably in presenting the truth, facts in her case. My initial statements were: Judge, William "Dan" Sharp, would not allow my undeniable, indisputable written evidence from two (2) reliable sources to be entered and was denied a FAIR HEARING on March 28, 2023 in Summary Court. I appealed this case on April 25, 2023. I am certain this Judge heard every word I said.

I continued to say, Attorney Carolyn Galloway ambushed the Pro Se Litigant with three (3) defense witnesses. Undoubtedly prepping them, encouraging their lies under oath in defense as to why job was not completed. Attorney appeared to have obstructed justice, blocking the flow of justice and the Judge allowed it. Judge Sharp asked the defendant under oath if he completed the job and he said, "yes" calling the SCLLR a "lie".

I tried to speak about having the South Carolina Department of Labor, Licensing and Regulation violations/fines against the defendant on August 20, 2020 from the S.C. Residential Builders Commission hearing officer, Alpha T. Bailey. Kim Ebel's statements from the BBB Upstate Greenville on July 18, 2018, and November 21, 2021.

Before completing each sentence, Attorney Galloway said, "hear say" on each. Therefore, the Judge did not ask for the evidence, thus evidence not allowed to enter. Attorney motioned case be dismissed because I did not ask for ACTUAL damages. ACTUAL damages is \$15,000. This court maximum is \$7500 which I asked for in PUNITIVE damages.

Judge Sharp said. "I can't tell whose telling the truth or whose lying". He hesitated and agreed with Attorney and dismissed the case based on her motion. I did not get a FAIR HEARING to have my written, undeniable, indisputable evidence entered.

Summary court denied me protection under the law and denied me justice which the Preamble to the Constitution, written in 1787, enacted in 1789

establishes for me in court. Undeniable, indisputable evidence in court hearings/trials are mandated to be allowed to enter.

The defense case is and has always been indefensible. They have no case explaining why her repeated efforts for dismissal and to discourage my pursuing justice. This case should have ended in the first hearing on September 14, 2022 in which I had, and still have, written evidence to support my case which has never been allowed to enter.

Attorney opening statement fell short of calling me a fool for representing myself in court. She mentioned this was the second appeal. Stated Judge Perry H. Gravely remanded this case back to summary court in a hearing on December 15, 2022 because of her absence in the first appeal. That hearing was held on September 14, 2022, appealed on October 11, 2022 because I was violated.

She stated her argument in that case was the 3 year statute of limitations on a contract had expired. She motioned to have case dismissed on that. The Judge agreed with her and dismissed the case, yet defense had no contract to enter into court as one did not exist. No FAIR HEARING, evidence not allowed to enter.

Attorney mentioned my not asking for Actual damages in the March 28, 2023 hearing. Explaining her reason for motioning for dismissal. She stated I commended her. I did for doing a great job in defending the defense's lies.

In my rebuttal, I repeated I did not get a FAIR HEARING on March 28, 2023. I was not allowed to enter evidence that would support my case. My asking for \$15,000 in actual damages would have warranted a dismissal so I did not. My truthful testimony was ignored.

I stated again, Actual Damages were \$15,000. Summary court maximum is \$7500 which I asked for in Punitive Damages. The law failed to protect me and robbed me of justice. When no law is in the courtroom, the law is meaningless.

Attorney's rebuttal was Ms. Wideman has not proven her case. Stated defendant did complete the job. She too lied on the SCLR. Judge McIntosh said he would render his decision at the end of the week. Hearing adjourned, I departed.

All this should be in the November 28, 2023 transcript, hopefully not altered, if possible.

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Pro Se Appellant is requesting this case be remanded back to summary court for another hearing. This Judge appears to have committed an error of law warranting reversal. I did not get a FAIR HEARING that applies to the law on March 28, 2023, not allowed to present written evidence. Once again being violated. Pro Se Appellant is asking him to PLEASE reverse his judgment.

It appears that Judge McIntosh's mindset may equates with Judge Sharp and Attorney Galloway. Neither can conceive or accept a pro se litigant/appellant prevailing in court against a skill attorney. Though this is very, very, rare, nothing is impossible, always a first time for any/everything. I am deeply grateful for this Court for reconsidering my appeal.

A brief RECAP of case history. INFORMATION ONLY. Defendant was hired to build needed additional room onto my home in November, 2016. I borrowed a loan and gave him initial payment asked for to begin work that month. Due to his threats to leave job unfinished, if not given another payment, 2nd payment given in February, 2017.

The county building and code dept. sent licensed electrician, Jimmy Brown, to inspect electrical work in March, 2017. Defendant was told to recheck electrical wiring and to add another outlet. Also, in that same month, the county building and code dept. sent a worker to inspect the work. He stated hurricanes were needed in the roof.

Defendant worked sporadically the months of March, April, 2017. He chose to stop completing job in May, 2017. I mailed a letter to him on May 20, 2017, asking why he has not returned to complete job. This attorney responded with a letter on May 25, 2017 saying, "James is not returning because you made it impossible for their completion." I sent letter to this attorney the latter of May, 2017 asking her client to reconsider completing the job. No response.

I filed a complaint with the SC Dept. of LLR on July 31, 2017, receipt acknowledged on August 18, 2017. On February 1, 2018, Investigator, Thomas Brown, visited my home. Code/Standard Reference: 40-59-240(A),1976 practicing outside scope of license; 40-59-1-110(D)1976, misconduct-abandonment; 40-59-240(D)1976; undertaking a specialty contract exceeding \$5,000 without bond for construction. He also NOTED:

Automatic vents not installed correctly, trim molding not finished, insulation not finished, no vapor barrier in crawl space, windows not properly installed

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with flashing, brick work not finished, final grading and cleanup not done, inside room unfinished.

Kim Ebel's, BBB Upstate Greenville, statements on July 18, 2018 defendant has no bond on file, on November 21, 2021 defendant has a BBB "F" rating, and is not licensed to do everything his name card says.

On August 20, 2020, S.C. Residential Builders Commission and the hearing officer, Alpha T. Bailey, rendered their decision and cited three (3) code violations with a fine on each.

Pro Se Litigant filed her complaint, affidavit, copy of SCLLR complaint on April 20, 2020 with the Anderson County Summary Court as she could not afford to hire an attorney. Knowing her law knowledge was, is, very, very limited. However, being very cognizant defendant was guilty of receiving payments to do, complete a job, but chose not to finish it breaking the contract in May, 2017. He chose to keep the money.

Beverly Faye Wideman
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December 14, 2023

(4) BW