

STATE OF SOUTH CAROLINA  
COUNTY OF CLARENDON

COURT OF COMMON PLEAS  
2024-CP-14-00306

**RECEIVED**

**Mar 17 2025**

**SC Court of Appeals**

Mayshell Wilson, )

) TRANSCRIPT OF RECORD

-vs- )

) August 16, 2024

Willie Mae Reed, )

) Manning, South Carolina

B E F O R E:

The Honorable R. Ferrell Cothran, Jr., Judge

A P P E A R A N C E S:

Mayshell Wilson, Pro Se

Willie Mae Reed, Pro Se

Reported By:

Yvestre Torres, OCR

Circuit Court Reporter for the

Ninth Judicial Circuit

1           THE COURT: All right, Ms. Wilson.  
2 We're back here based on you filed a stay with the Court  
3 of Appeals, basically, to appeal, I guess, my decision  
4 on the bench. So -- and I went back, you had a hearing  
5 back in December in front of Judge Coney. And at that  
6 time, my understanding, based on the record that  
7 I have, based on the return from December 7th, there  
8 was an application for ejection from the landlord  
9 and, you know, you had a hearing. And at that time,  
10 you were represented by Daniel Beasley [ph.].

11           MS. WILSON: Yes, sir.

12           THE COURT: Okay. And the judge said  
13 at the hearing that she heard from both sides -- and,  
14 basically, Ms. Reed was ejecting you for non-payment  
15 of rent. And so the judge at that time decided that  
16 based on the complaint and the testimony that you had  
17 not paid the rent on time and ordered you to be ejected.  
18 And then you requested a hearing for a bond while  
19 you appealed it, and they set a bond for \$700 ---

20           MS. WILSON: Yes, sir.

21           THE COURT: --- that was due and payable  
22 on the first for the stay ---

23           MS. WILSON: Yes, sir.

24           THE COURT: And so then we had another  
25 hearing and -- well, I upheld it because you didn't

1 give me any factual reasons why the magistrate  
2 got it wrong the first time. As I explained to you,  
3 I'm not here to rehear the case, just determine whether  
4 the magistrate made a, you know, legal mistake.

5           You didn't give me any information that  
6 she made a legal mistake, and so you -- I ordered,  
7 you know, that the magistrate's order was upheld. And,  
8 therefore, you had to leave. So, explain to me what  
9 you think the magistrate did wrong in the beginning ---

10           MS. WILSON: When ---

11           THE COURT: --- or what I did wrong when  
12 you appealed it to the Court of Appeals.

13           MS. WILSON: Again, I have been paying  
14 the landlord the rent. And during the time that  
15 she had the electricity shut off, she -- after I went  
16 and did my appeal -- when I went and did my complaint  
17 against her, she turned around and did an illegal  
18 eviction against me because I did a claim against  
19 her for turning off the utilities. And I've been back  
20 and forth with Black River trying to get the lights  
21 in my name. I even went up there. They called her one  
22 day, she told them no, she don't want the electricity  
23 in my name.

24           THE COURT: I understand that, but that's  
25 not the hearing that the magistrate heard. Judge Coney,

1 based on the return I got, the hearing that she heard,  
2 you were represented by Mr. Beasley, that it was because  
3 you were behind on your rent.

4 MS. WILSON: No, sir. When we went back  
5 to court, it was found that I wasn't behind because  
6 she even admitted in court that she -- that we had  
7 a verbal agreement the rent was due by the 14th of each  
8 month.

9 THE COURT: But that's not ---

10 MS. WILSON: And I also have ---

11 THE COURT: But where is that in the record?  
12 That's not anywhere in this record.

13 MS. WILSON: And I also have a dismissal  
14 that Mr. Beasley had done when he came back to court.  
15 He had asked for a dismissal against her case for  
16 ejecting me.

17 THE COURT: So -- but that's not -- show  
18 me some paperwork where -- the only thing I have  
19 is what was filed with the clerk's office, and it's --  
20 it is a return from Magistrate Coney based on the  
21 hearing and where she ordered the eviction. And then  
22 the issue came up about the appeals bond, that you  
23 didn't pay the \$700 on the first, like you had agreed  
24 to.

25 MS. WILSON: Yes, sir, I was in the office,

1 and I have my receipt for that.

2 THE COURT: Okay. But it -- see, the  
3 appeals bond only has to do with whether you could  
4 stay in the house until you get ---

5 MS. WILSON: Yes, sir.

6 THE COURT: --- until it comes to me.

7 MS. WILSON: Yes, sir.

8 THE COURT: Because you appealed it, the  
9 original magistrate decision, that you were in violation  
10 of the terms of the lease, and therefore, you had to  
11 leave. So you didn't leave and appealed it, so it  
12 stayed with you having to be evicted, and so she set the  
13 rent at \$700 a month. If you failed to make that bond  
14 of \$700 a month, then your appeal is automatically ---

15 MS. WILSON: Yes, sir.

16 THE COURT: --- dismissed, and you have to  
17 leave. It came before me. I ruled it because there's  
18 nothing in the record that I see where Judge Coney made  
19 a mistake. She had a hearing, you were represented  
20 by counsel at the hearing. She took testimony regarding  
21 the unpaid rent, and that you've been paying the  
22 rent late and violating the terms of the agreement.  
23 And she found that you, through your attorney, failed  
24 to adequately address the complaint, or provide  
25 otherwise, contradicting her complaint.

1           The rent was owed, and it was not denied  
2           that it was late, and the late fees had not been paid,  
3           so she found in Ms. Reed's favor. So -- and that's  
4           the only thing that's in the record before me.  
5           So do you have anything else?

6           MS. WILSON: This was also -- the dismissal  
7           that was given -- that was supposed to be in the record  
8           from David Beasley. And I also have my receipts from  
9           where I was paying her.

10          THE COURT: This is the action; this is just  
11          what he answered.

12          MS. WILSON: Yes, sir.

13          THE COURT: What she filed, and he answered  
14          it.

15          MS. WILSON: And we went ---

16          THE COURT: This is just his answer  
17          to the complaint, but there's no ruling. He didn't  
18          win this. Y'all lost the hearing in front of the  
19          magistrate.

20          MS. WILSON: Because she didn't -- she told  
21          me she didn't want to see that that day, and we tried  
22          to ---

23          THE COURT: He was there, and he was  
24          the lawyer, and he knew what the rules were and what's  
25          not the rules. She's filed a return, and found

1 in Ms. Reed's favor. So, I mean, I don't -- I can't  
2 find where Ms. Coney -- the magistrate made a mistake  
3 at all, that you didn't prove that you weren't late  
4 with the rent. You weren't paying it on time.  
5 She wanted you out of the house. It's her house.  
6 She has the right ---

7 MS. WILSON: Yes, sir ---

8 THE COURT: She has the right for you  
9 to leave.

10 MS. WILSON: Yes, sir. So even -- I have  
11 a question.

12 THE COURT: Okay.

13 MS. WILSON: So even though she went  
14 and did the retaliation eviction against me by turning  
15 off the lights and everything, that was an illegal  
16 eviction right there.

17 THE COURT: Well, that's not -- that's not  
18 what was addressed by the magistrate. The only thing  
19 before me was an appeal you made from the magistrate's  
20 court. And a hearing was held on January 25th, 2024,  
21 you were present with your attorney. She presented  
22 her evidence that you were behind on your rent.

23 You didn't counter that in any way.  
24 Your attorney didn't prove that that wasn't true,  
25 so the magistrate found in her favor. Therefore,

1 you had to leave the house, so she ordered an eviction.  
2 You appealed that to the circuit court. Once you appeal  
3 it, it puts a stay on her evicting you. But until  
4 it can get heard, she's entitled to her rent.

5 MS. WILSON: Yes, sir.

6 THE COURT: The magistrate set a bond  
7 of \$700 a month, which was the rent, until it could  
8 be heard by me. I heard it back then, and you didn't  
9 offer me any proof that the magistrate made a legal  
10 mistake and anything was wrong. I upheld -- I'm just  
11 an appellate court ---

12 MS. WILSON: Yes, sir.

13 THE COURT: I upheld the magistrate's  
14 findings and said you had to be evicted. Then, you  
15 appealed me to the Court of Appeals.

16 MS. WILSON: Yes, sir.

17 THE COURT: And they issued a stay, so.  
18 But the bond of \$700 a month has got to be paid until  
19 the Court of Appeals hears it.

20 MS. WILSON: Yes, sir. I had that right  
21 now. I had it if that's the case.

22 THE COURT: So you have to file that with  
23 the magistrate's office.

24 MS. WILSON: Okay.

25 THE COURT: And pay the \$700 a month until

1 the Court of Appeals hears ---

2 MS. WILSON: Okay.

3 THE COURT: --- this case. And then if they  
4 -- either they're going -- I mean, I can't imagine them  
5 not putting you out because it's her house.

6 MS. WILSON: I understand. Yes, sir.

7 THE COURT: And she -- and you've had almost  
8 a year to find somewhere else to live, and you haven't  
9 done that. That was one of the advantage of appealing,  
10 where you can find somewhere else to live. You're going  
11 to end up on the street pretty quick if you don't.  
12 You need to find some ---

13 MS. WILSON: Yes, sir.

14 THE COURT: You need to find somewhere else  
15 to live.

16 MS. WILSON: I will.

17 THE COURT: So you've got to pay the bond,  
18 \$700 a month. It's due on the first.

19 MS. WILSON: Okay.

20 THE COURT: Do you understand?

21 MS. WILSON: Yes, sir.

22 THE COURT: Okay.

23 MS. WILSON: So, I just pay that back over  
24 at the magistrate court?

25 THE COURT: You pay it back over to the

1 magistrate's office. She's going to get her money until  
2 the Court of Appeals hear this case.

3 MS. WILSON: Okay.

4 THE COURT: And then, they order an  
5 eviction, you've got to be out. Do you understand that?

6 MS. WILSON: Yes, sir.

7 THE COURT: If you do not pay the money --  
8 the statute says you've got to pay it on the first.  
9 You've got a five-day grace period under the law.  
10 If it's not paid by the fifth day, then your appeal  
11 is automatically dropped in the Court of Appeals,  
12 and the sheriff is going to put you in the street.  
13 Yes, ma'am?

14 MS. REED: I need to understand this  
15 correctly. You're saying that she's appealing again?

16 THE COURT: She appealed me to the Court  
17 of Appeals.

18 MS. REED: Yes, sir, I understand ---

19 THE COURT: And I got a stay last week from  
20 the Court of Appeals. They sent me an email staying  
21 the procedures until they could hear it. So, I had  
22 to -- so, I'm putting the \$700 back in place. I ordered  
23 -- when I had the hearing, I ruled that the magistrate  
24 did not make a mistake, and that she had to be evicted.

25 MS. REED: Yes, sir.

1           THE COURT:  So -- and so the sheriff  
2 and the magistrate started that process.  She appealed  
3 me to the Court of Appeals.

4           MS. REED:  Yes, sir.

5           THE COURT:  They have stayed her eviction.  
6 So as long as that's in place, she's still got to pay  
7 the \$700.  If she doesn't pay it, pursuant to the  
8 statute, then her appeal is automatically dismissed,  
9 and the sheriff puts her out until they can hear  
10 it, because that's what happened when they appealed  
11 it to me.

12           She appealed the magistrate's decision  
13 to me, which stayed, and the magistrate set a bond  
14 of the rent.  She had to pay every month.  If she does  
15 -- if she did not pay it, then it automatically vacates  
16 her appeal, and she's out.

17           The issue was when the magistrate's  
18 order set -- it appeared to be that the bond was set  
19 for the first day of the month, and she had to pay  
20 it by five o'clock or four o'clock or whatever.

21           MS. REED:  Four.

22           THE COURT:  And she didn't pay them on time,  
23 and there was some question whether she got there  
24 with the money, and she didn't pay it on time.  
25 But the problem is the statute that says that gives

1 her a five-day grace period. So you -- so what  
2 happens is, it's due on the first. If she doesn't  
3 pay it on the first, on the sixth day after that,  
4 you go to the magistrate's office, you know ---

5 MS. REED: I understand.

6 THE COURT: --- and tell them because  
7 they -- the reason she has to pay it through the court,  
8 where it's not her word against your word whether  
9 it's paid or not, the judge will have a record whether  
10 she paid it or not. She has the five-day grace period,  
11 pursuant to the law. If she doesn't pay it on the sixth  
12 day, the magistrate will evict her. That's the same  
13 with mine. Do you understand that?

14 MS. REED: I understand that.

15 THE COURT: So if she -- I ruled that  
16 she had to get out; she's appealed me. So now she's  
17 got to prove to the Court of Appeals that I made a legal  
18 mistake. If they find I made a legal mistake ---

19 MS. REED: And they won't.

20 THE COURT: --- they're going to come back,  
21 and you'll start all over with this whole process.  
22 If not, she has ---

23 MS. REED: My question is ---

24 THE COURT: --- to be out.

25 MS. REED: I'm sorry. My question ---

1 THE COURT: But in the meantime, you've got  
2 to get your rent.

3 MS. REED: Yes, sir, that's true too.  
4 But my question is this, and this is my issue,  
5 and it's been from the beginning, over a year ago  
6 now -- well, it will soon be a year.

7 THE COURT: Right.

8 MS. REED: I just want my house back.  
9 I just want her out of my premises. That's all  
10 I am asking the court for. I'm not asking for any  
11 money. I don't need her money. I just want her out  
12 of my house.

13 THE COURT: I understand that. But the only  
14 way I can get her out of the house -- her out of your  
15 house is to evict her, okay? And you had a hearing,  
16 and the judge evicted her. And she appealed that  
17 because she claimed that the judge made some kind  
18 of mistake. It came before me, and I can't find where  
19 the judge made a mistake. So, I affirmed the  
20 magistrate's decision and told her she had to get  
21 out of the house. She then appealed me to the Court  
22 of Appeals.

23 MS. REED: Yes, sir.

24 THE COURT: Which is rare in this kind  
25 of scenario.

1 MS. REED: Yes, sir.

2 THE COURT: I've been on the bench 18  
3 and a half years, the first time this has come up.  
4 But based on the statute, she has to pay this appeal  
5 bond. You get the rent the whole time this is being  
6 litigated through the court. She has to make the  
7 payment. If she fails -- it's due on the first.  
8 If it's not paid by the 5th, then she -- then her appeal  
9 is automatically dropped, and the sheriff is going  
10 to put her in the street and get you your house back.

11 MS. REED: Question. I didn't get July's  
12 rent, and this is August.

13 THE COURT: I understand that, and that's  
14 one of the reasons I had this -- because if not --  
15 it got appealed, and I'm having this hearing now within  
16 a week where you wouldn't have to sit another month  
17 until it got back on the Court's schedule, or another  
18 six months or a year. So that's why it needed to be  
19 litigated now, and that's why I made this finding.  
20 So she's got to pay the rent until the Court of Appeals  
21 either affirms me or does something different, okay?

22 MS. REED: So when will she be -- so when  
23 will she start paying the \$700?

24 THE COURT: Immediately.

25 MS. WILSON: As soon as I ---

1 MS. REED: For what month? From when  
2 to when?

3 THE COURT: She owes the \$700 every month  
4 she's missed and this month too. My understanding,  
5 that month on the appeals bond, she claimed it was late,  
6 that she got it, but she never did.

7 MS. WILSON: I took it in there. I took  
8 the \$700 into the courthouse. She did not accept it.

9 THE COURT: You -- it doesn't matter whether  
10 she accepts it or not.

11 MS. WILSON: Yes, sir, but I ---

12 THE COURT: She doesn't have any say so.

13 MS. WILSON: Yes, sir.

14 THE COURT: The judge ordered you to pay  
15 it to the judge. That's between her and the judge.

16 MS. WILSON: I did ---

17 THE COURT: So ---

18 MS. WILSON: This is the receipt from  
19 where I ---

20 THE COURT: So you've got to pay the judge.  
21 She -- the law says until this appeal -- but if you miss  
22 -- you don't pay on the first, you get a five-day grace  
23 period. On the sixth day, then the sheriff is going  
24 to put you in the street. So you've got to pay it.  
25 She's entitled to her rent until she gets you out

1 of her house. She is going to get you out of that house  
2 soon or later ---

3 MS. WILSON: Yes, sir, I understand that ---

4 THE COURT: --- because it is her house,  
5 and she's got a right to it. One -- usually, people  
6 appeal to buy a little bit of time to find you somewhere  
7 else to live. You don't find somewhere to live,  
8 and you just keep appealing this stuff, you're going  
9 to be on the street. If I was you, I would be looking  
10 as fast as I can to find some way to give her her house  
11 back.

12 MS. REED: So she owes me July and  
13 August ---

14 THE COURT: Yes, ma'am.

15 MS. REED: --- immediately?

16 THE COURT: Yes, ma'am. And she needs  
17 to go pay it, and she's got five days from today  
18 to get it all done.

19 MS. REED: Five days from today. So that's  
20 next Friday?

21 THE COURT: Yeah.

22 MS. REED: Okay.

23 THE COURT: Okay.

24 MS. REED: \$1,400.

25 THE COURT: All right.

1 MS. WILSON: I'm going to take \$700 over  
2 there for her to pick up today.

3 THE COURT: Okay. And if you fail to  
4 make the payments, then the sheriff is going to put  
5 you in the street. Okay.

6 MS. REED: One more question before she  
7 leaves.

8 THE COURT: Yes.

9 MS. REED: Can I ask her a question?

10 THE COURT: Sure.

11 MS. WILSON: And also, can I -- can  
12 you please put the light bill in the mailbox? Since  
13 you come and get your mail, can you put the light bill  
14 in the mailbox, so I can continue with the light bill?

15 MS. REED: My question to you is, why don't  
16 you want to move out of my house? That's my house;  
17 that's not yours. That's my house. That's my question.

18 THE COURT: Okay. All right. Thanks,  
19 y'all.

20 MS. WILSON: Thank you.

21 MS. REED: Thank you.

22 (End of Transcript of Record.)  
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CERTIFICATE OF REPORTER

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I, the undersigned, Yvestre Torres, Circuit Court Reporter for the Ninth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the hearing of the captioned case, relative to appeal, in the Circuit Court for Clarendon County, South Carolina, on the 16th of August, 2024.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

March 15, 2025



Yvestre Torres  
Circuit Court Reporter