

**FORM 13
FINAL BRIEF OF APPELLANT***

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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Supreme Court]

APPEAL FROM Sumter County
Court of Common Pleas

Judge Kristi Curtis

Case No. 2023-000630

Jamar Stark and Tyla McNeill, Appellants,

v.

Southern Touch Properties, Respondent.

FINAL BRIEF OF APPELLANT

Jamar Stark
Tyla McNeill
6195 Fish Rd
Dalzell SC 29040
(830) 468-7220
(803) 464-2171
Appellants

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STATEMENT OF ISSUES ON APPEAL

1. WAS THE PAYMENT ARRANGEMENT, AS AGREED UPON BETWEEN THE APPELLANTS AND RESPONDANTS, DULY CONSIDERED BY THE JUDGE?
2. DID THE JUDGE CONSIDER AND ACKNOWLEDGE THE ABSENCE OF A WRITTEN NOTICE TO PAY OR QUIT PROVIDED TO THE APPELLANTS AT THE TIME OF THE EVICTION OR CLEARLY STATED IN CONSPICUOUS LANGUAGE IN THE ORIGINAL LEASE, AS OUTLINED BY THE LANDLORD TENANT LAW SECTION 27-40-710?
3. DID THE JUDGE CONSIDER THE LOWER COURTS ERROR IN NOT ALLOWING EDVIDENCE AGAINST THE RESPONDENTS?

STATEMENT OF THE CASE

On February 2, 2023 Appellants and Respondent were seen in Sumter Summary Court before the honorable Judge Griffin

Appellants attempted to argue that there was a payment arrangement set for January 10, 2023, and no pay or quit notice

Respondents provided false testimony during the trial, stating they sent a pay to quit email in January, despite not being able to produce anything to the court

Respondents falsely stated the appellants "said they were not going to pay us" which they could not produce proof of

Appellants made it very clear in court that the remainder of the month's rent was present, and they were willing to pay that day, as they have attempted to pay since the 10th of January, but have been denied

Respondents refused to accept the rent in front of the court staff, including the honorable Judge Griffin

Respondent produced an altered office document with added notes and inaccurate dates and information to the court

Appellants mentioned the payment arrangement as well as the retaliatory measures the respondents were taking due to them not being successful in multiple other attempted eviction cases with the appellants for a faulty HVAC system and the respondents broken promise to pay for a hotel for the appellants in 2022

During the appellant's testimony, the honorable Judge Griffin consistently interrupted or spoke over the appellants during the proceedings, and disregarded significant facts pertaining to the case

During the appellants testimony, the honorable Judge Griffin stated, "I'm just going to rule, I'm going to grant the eviction because they have a right to file it"

Appellants filed an appeal on February 2, 2023 based on not being able to show proof of the payment arrangement and because they had not received a notice to pay or quit

The appeal was heard in Sumter Appeals Court of April 17, 2023, before the honorable Judge Kristi Curtis

Appellants argued the honorable Judge Griffin made an error when he would not allow the appellants to produce evidence of a payment arrangement, the lack of a pay to quit notice, and the breach of the 5-day grace period

The honorable Judge Curtis asked if the payment arrangement had been mentioned in the lower court and the appellants notified her that when they attempted to go into detail and provide proof of the payment arrangement and the 5 day grace period, they were stopped by Judge Griffen and told that he would be granting the eviction simply because the Respondent had the right to file it

Respondents again provided false statements in the court of law during the appeal by stating appellants have not paid any rent since January

Appellants showed proof of all successfully paid bond payments to the Sumter SC Magistrate Court from February to April

Respondent stated he was unaware of the payments, even though the respondent must sign for the payments in Magistrate court each time he receives the monthly bond payment

The honorable Judge Curtis said she would review all the information provided to her and send a decision in the mail

On April 18, 2023, the honorable Judge Curtis upheld the lower court's decision, stating that the court disagrees with the appellants having the right to pay rent on the 10th and there was no notice to quit needed for January since there was a notice to quit regarding the eviction case the respondents were not successful in

The honorable Judge Curtis also made an error in not acknowledging the proof of the payment arrangement, the failure to produce a Notice to pay or quit to the Appellants in January, and the honorable Judge Griffin's misconduct during trial

The appellants filed an appeal with Columbia South Carolina Court of Appeals in reference to Judge Curtis's decision on April 20, 2023

STANDARD OF REVIEW

1. The trial court erred in finding that written proof of a payment arrangement was not sufficient to amend the original lease agreement for that time frame.
2. The trial court disregarded the absence of a written notice to pay or quit for the month of January, along with the absence of the conspicuous language required per the South Carolina Landlord Tenant Act.
3. The Sumter Appellant Court did not acknowledge the lower court's failure to allow the appellants the opportunity to introduce evidence in rebuttal against the respondents.

FACTS

Proof of PA: Transcript p.5
Proof of PA: Transcript p. 6
Proof GP: Transcript p.7
Proof of Court Acknowledgement: Transcript p. 10
Proof of PA: Transcript p.11
Proof of Receipt: Transcript p. 14
Proof of No Pay or Quit: Transcript p. 16
Proof of payment: Transcript p.18
Proof of Landlord Tenant Act: Transcript p.20
Proof of PA: Transcript p.24
Proof of PA: Transcript t p.25
Notice to Pay or Quit: LT ACT 27-40-710

ARGUMENTS

- I. BECAUSE RESPONDENT AGREED TO THE PAYMENT ARRANGEMENT WITH THE APPELLANTS, AND THEY WERE STILL WITHIN THE 5 DAY GRACE PERIOD SET BY THE RESPONDENTS THE PAYMENT ARRANGEMENT MUST BE UPHOLD BY BOTH PARTIES.
Indian Contract Act S.C. 37, (1872)

- II. BECAUSE THERE WAS NO NOTICE TO PAY OR QUIT AND THERE IS NO SUCH LANGUAGE OUTLINED IN THE LEASE, THE RESPONDENTS COULD NOT LEGALLY FILE AN EVICTION

South Carolina Residential Landlord and Tenant Act S.C 27-40-710 (1986)

- III. BECAUSE THE JUDGE DID NOT ALLOW EDVIDENCE TO BE PRESENTED AGAINST THE RESPONDENTS, THE APPELLANTS WERE UNABLE TO PROVE THEIR DEFENSE, WHICH GOES AGAINST THE JUDGES OATH

Oaths of Justices & Judges 28 U.S.C 453 or §28 U.S.C § 636 74

CONCLUSION

For the reasons stated, the appellants respectfully request that the Columbia South Carolina Court of Appeals grant a retrial based on the facts provided in the brief.

Respectfully submitted,

December 11, 2024
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