

Russell T. Crawford
4683 West Montague Ave., Lot 3
North Charleston, SC 29418
(843) 870-3240
russcrawfordsc@gmx.com

August 12, 2025

RECEIVED

AUG 15 2025

SC Court of Appeals

Clerk of Court
South Carolina Court of Appeals
1220 Senate Street, Suite 200
Columbia, SC 29201

RE: Motion to Supplement Record on Appeal
Case No. 2022-000622 (Appeal from 2021-CP-10-03684)

Dear Clerk:

Enclosed please find:

Motion to Supplement the Record on Appeal (with Exhibit A: 10 emails);

Certificate of Service (proof of service to Respondent's counsel);

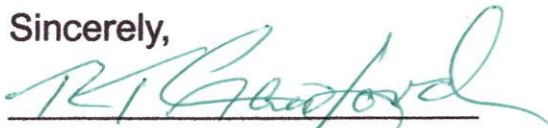
Copy of this cover letter.

This motion seeks to add critical evidence of Respondent's bad faith that was previously filed in the lower court but omitted from the appellate record. Per Rule 210(h), this evidence is material to the issues on appeal.

No filing fee is required for this motion, as confirmed by your office. Please stamp and return the attached copy for my records.

Thank you for your assistance.

Sincerely,



Russell T. Crawford

Appellant, Pro Se

IN THE COURT OF APPEALS OF SOUTH CAROLINA

Appellate Case No.: 2022-000622

(From Circuit Court Case No.: 2021-CP-10-03684)

Russell Crawford,
Appellant,

v.

Raymond Babich,
Respondent.

MOTION TO SUPPLEMENT THE RECORD ON APPEAL

TO THE HONORABLE COURT OF APPEALS:

Appellant, Russell Crawford, respectfully moves this Court to supplement the Record on Appeal with ten (10) emails demonstrating Respondent's bad faith under S.C. Code § 27-47-220. In support, Appellant states:

1. Materiality of the Evidence

The emails (previously submitted to the lower courts but omitted from the appellate record) prove:

Retaliation for Appellant's complaints about noise and zoning violations (violating S.C. Code § 27-40-910).

Explicit threats to raise rent or evict if Appellant pursued legal action (e.g., November 29, 2019: "If you annoy neighbors, expect rent increases or eviction").

Admissions of bad faith (e.g., June 1, 2019: "I raise rents when tenants don't appreciate me").

2. Legal Basis

S.C. Appellate Court Rule 210(h): Allows supplementation for "omitted evidence critical to the appeal."

S.C. Code § 27-47-220: Landlords must act in good faith; these emails rebut Respondent's claims of lawful termination.

3. Relief Requested

Appellant asks the Court to:

Add the emails (attached as Exhibit A) to the Record on Appeal.

Reverse the eviction order if the evidence shows the Respondent's bad faith.

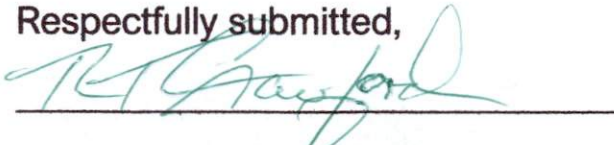
CERTIFICATE OF SERVICE

I certify that on [date], I served this motion on:

William B. Jung, Esq.
1156 Bowman Road, Ste. 200
Mount Pleasant, SC 29464
Via: Certified Mail

RECEIVED
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SC Court of Appeals

Respectfully submitted,



Russell T. Crawford, Appellant Pro Se
4683 West Montague Ave., Lot 3
North Charleston, SC 29418
(843) 870-3240
russcrawfordsc@gmx.com

Date: August 12, 2025

Subject: Some notes before the rent increase letter.
From: Ray Babich <waterpump55@yahoo.com>
Date: 8/2/2019, 11:45 AM
To: Russell Crawford <russcrawfordsc@gmx.com>

Mr
Crawford,

This is relating to the rent increase. It will be minor in my eyes because further hostile activity by you will involve much higher rent increases until your activity changes. I have no problem adding another hundred per month to the one coming, so please don't force the issue. As I stated before, I had this view that I could create a nice friendly park, and so I held rents below market rate for years. Now I know as a landlord I am not anybody's friend there ever. So accordingly I have been raising rents to a normal market rate. Plus more for various things like excessive cars, the excessive annoying of neighbors, etc. In your case the new base rent will be set at market rate, with a twenty dollar per month discount for meeting certain criteria. You can call me and ask me about it. The discount will only be in effect if you actively request it. So the rent increase you will be getting does not show this possible discount. It involves my being able to knock at your door if I have something to tell you of regular park business, or tape a flyer to with communication, not just idle discussion. You will provide a working text number and phone number that I will check regularly to be sure you are really supplying it. If I call or text and you do not respond and additionally if you do not offer a substitute for a doorbell, fine, the 20 dollar "ability to contact" discount will no longer be in effect. I try to not waste time emailing a specific tenant for things like I have been doing with you. But the 20 dollars a month will address that waste of time partly.

There may be further rent increases, which I have a history of doing when a tenant refuses to change the activity that caused the increase. You probably know better than I if you will get more increases. A case in point follows. You must stop annoying the next door neighbors at 4675 Montague. He is a valued neighbor to this trailer park. We are in a high crime area, and I intend to keep lines of communication and cooperation going with my neighbors. Just good business sense and the right thing to do, especially in this neighborhood. You are interfering with my business which is my livelihood by annoying them. You have to pay for that with future rent increases if you don't stop annoying other people. Please keep to yourself until you feel better and more friendly. Be careful what you write on your web page and elsewhere. Further hostile acts can result in eviction. I intend to ask the police department if your repeated calling activity could ever have an impact on them responding to a real emergency at this address. If the answer is yes, I have a hard decision to make regarding how to stop you from doing it.

I spoke to other tenants who told me they are not bothered by the 747 club noise. So It looks like that for some reason it is just you that is bothered.

Interestingly, I heard how you used to give candies and say hello to the kids coming home from school. Remember that? I do. Yes sir you sure have changed. You are angry at pretty much everybody.

Ray Babich 843-330-6789

Subject: Please read immediately.
From: Ray Babich <waterpump55@yahoo.com>
Date: 11/17/2019, 9:08 PM
To: Russell Crawford <russcrawfordsc@gmx.com>

Please see the attached , which is your reply to my request and or demand that you do not involve 4675 Montague in any of your activities, whatever they are. You received this warning, and then it appears you called city officials regarding their fence line. I first demand that you immediately cease annoying neighbors in the trailer park and the neighbor at 4675. I have absolutely no problem raising your rent to \$300 plus water and if that does not fix the situation, maybe 350 or 400 will. You need to understand there are limits to what you can get away with at the detriment of your neighbors.

I again urge you to consider moving to a rural area where the problems you have with neighbors will not occur. If I have to force the issue to 500 a month or eviction, I will, and I have done so in the past when I cannot reason with people. Anybody that causes various problems including too many cars, violating rules, annoying neighbors, throwing beer bottles, etc. has and will continue to pay higher rent. This problem with respect to your activities must stop.

This is your final warning. Do not annoy any neighbor. Talk to me first.

My notice to you is below your response. Thank you.

Re: please delete
Yahoo/Inbox

•
Russell Crawford <russcrawfordsc@gmx.com>
To: Ray Babich, Russell Crawford

Sep 6 at 12:07 PM

Yours request if reasonable, although if the party feels they have done nothing wrong, why should they object to the revealing of anything they said or did? I will comply with your request as it is reasonable and does not directly contribute to the history of this ongoing crime of near nightly public disturbance and destruction of people's health and well-being. I'm sure if our positions were reversed I would be your strongest supporter willing to do whatever it took to help relieve my friend of this unnecessary audio violence to the peace and quiet that the law requires. This, I believe you already know, but are loath to admit.

I did not hear from you.

Subject: I did not hear from you.

From: Ray Babich <waterpump55@yahoo.com>

Date: 11/24/2019, 10:13 PM

To: Russell Crawford <russcrawfordsc@gmx.com>

Mr. Crawford,

Any action you took that you think I might have not been happy about, starting from Oct. 20th to date,

i am asking you to explain why you think you were justified despite my warnings.

I will give you another two days to tell me what you did, and why. Either you felt it was justified or some explanation of anger, mental anguish, etc. that caused you to do it.

In two days I will decide what to do with your rent. It will be going up. I do not need the money, but you need to know certain of your actions do not go without consequences.

I suggest you directly and specifically address what I am asking, even if it is that you have no defense. Then you may comment your concerns and items that you are not happy about.

Thank you.

response to your explanation.

Subject: response to your explanation.
From: Ray Babich <waterpump55@yahoo.com>
Date: 11/29/2019, 8:50 AM
To: Russell Crawford <russcrawfordsc@gmx.com>

I again remind you that it was your actions that caused me to make a new park rule that tenants cannot hand out negative or threatening notes to trailer park residents without first showing it to me and getting my approval.

Once again I will remind you not to, in any way annoy the neighbors at 4675 W. Montague. Consider this your final warning on this matter before eviction.

I will be raising your rent to \$300.00 and will give you notice. I will raise it again or start eviction if I find out that you did not follow the demands stated above.

Thank you.
Ray Babich

I will be evicting you.

Subject: I will be evicting you.

From: Ray Babich <waterpump55@yahoo.com>

Date: 11/30/2019, 1:52 PM

To: Russell Crawford <russcrawfordsc@gmx.com>

You do not have the right to demand I use a professional to remove the branch threatening your trailer.

You do not own the land around your trailer.

When you are evicted, understand that I decide if I want to allow another tenant to rent your unit. I will not allow it. It is my land not yours, my decision. There is a procedure wherein your trailer will be removed or it will be sold to the highest bidder. Unless I hear an immediate apology from you I will proceed with incurring legal costs from this point which you will be responsible for paying.

Subject: Clarification of a few items

From: Ray Babich <waterpump55@yahoo.com>

Date: 11/30/2019, 2:33 PM

To: Russell Crawford <russcrawfordsc@gmx.com>

I told you in a prior email that you will not be responsible for tree damage during removal but realize I had a double negative. That it appears is no longer relevant.

I told you I would be raising your rent to \$300 per month but after receipt of your cease letter, I decided on the official notice rent increase amount to be \$325.

I don't want to evict you but your cease letter indicates it is time to do so. Its not worth getting litigious with a tenant, when it deteriorates to that all my park owner friends tell me to just evict and remove the trailer from the park. I may be willing to negotiate a price to buy your trailer minus the legal costs .It may be possible it cannot be relocated in Charleston County due to its age. Maybe start looking at your options and Wind Zone rules as I process the eviction.

Subject: Re: not ready to respond but
From: Ray Babich <waterpump55@yahoo.com>
Date: 12/13/2019, 4:56 PM
To: Russell Crawford <russcrawfordsc@gmx.com>

Mr. Crawford,

I am not ready to decide yet what to do with your tenancy but I am getting close. I am also trying to put together a conversation between us that will be one sided. It will not be pleasant. But I am not promising that yet.

I do not want you to stay, but still if I can keep from evicting the person and the residence of a 70 year old man I will.

Best for me to keep my opinions and the whys to myself.

I would like to shred your blank check, put it in a baggie, and tape it on the entrance door of trailer 14 so you know you do not have to put a stop payment on it. nobody lives there at this time.

The amount you invested in the trailer does not allow me to give you a good offer for it, we would be too far apart.

If I decide we can possibly come to agreement, I will promptly want to know the value of the 4 items you own that I asked you for.

One more time I am stating I do not know if I will cancel the eviction yet.

Ray Babich

On Friday, December 13, 2019, 10:37:44 AM EST, Russell Crawford <russcrawfordsc@gmx.com> wrote:

You're welcome. I hope you have a happy Holiday Season.:-)

On 12/13/2019 10:15 AM, Ray Babich wrote:

thank you.

On Thursday, December 12, 2019, 10:36:07 AM EST, Russell Crawford <russcrawfordsc@gmx.com> wrote:

Ray, 12/12/19

I have cancelled the request for a restraining order. You do not have to appear in court next Tuesday. I hope you have a nice day. :-)

Russ

Subject: call me if you want to end cherade
From: Ray Babich <waterpump55@yahoo.com>
Date: 4/21/2021, 12:55 AM
To: Russell Crawford <russcrawfordsc@gmx.com>

Sir,
you can call me 330-6789 . not hard.

I can raise the rent to any amount any time for my own business purposes. Do you understand that?

I am making this park to a modern, newer, more desirable park, with newer trailers, for a few hundred a month more space rent that matches newer more modern trailers and a nicer overall living mileau for tenants. The county will not impede that movement which is occurring all around you

Did you notice I did not have a lawyer? Why is that Russell? Did you read that?

Could it be I do not worry about the outcome?

Not to be spiteful, but you really hurt me in a way you do not understand with a neighbor your trashed and attacked who was very important business wise to me.

Bad. Bad.

I am not trying to take advantage of you.

if you want to be the tough guy, OK

Never wanted it to be this way for you.

I would never evict someone who sat down and hashed out what was wrong.

I would never evict someone who sat down and hashed out what was wrong.

You have many very good attributes, and for many years I really liked you . but your have your dark side.... as we both know.

Subject: effects of yesterdays ruling`

From: Ray Babich <waterpump55@yahoo.com>

Date: 4/20/2022, 2:10 PM

To: Russell Crawford <russcrawfordsc@gmx.com>, Matthew Billingsley <matthewbillingsley@sclegal.org>

Mr. Crawford,

First the bad part:

If you appeal the decision yesterday, 4/19/2022, I will no longer act in the non-punitive way I have been acting. Be advised I will hire most likely Kuhn and Kuhn to protect the eviction order and you will have to pay for it. I will request that Kuhn the retainer will be paid by you per the terms of the furnished lease agreement and will give them your social security number and contact info and trailer registration info to allow them to collect from you up front, and later for their hourly work. Again, only if you continue appealing.

You have caused me problems. Surely you are aware if I had ten tenants who soaked up my time and resoures like this you understand it would shut down my business.

Now for the good news.

If you sell the trailer, I may allow this, but only if it is owner occupied, and no adult living in it has a felony record. They will have to sign my new lease.

When the judge very promptly dismissed the appeal because of lack of any legal basis, he turned to the discussion of issuing a 30 day Writ. I told the Judge I did not want to be punative, I would be amenable to 60 or 90 if he had that leeway, which he said yes and ordered a 90 day Writ. Now you have more time to escape the oppression you feel in this trailer park, to find another alternative. No good deed on my part goes unpunished, Mr. Crawford.

Note that I took a chance on not spending ---YOUR MONEY--- in an appeals court, no less, by not hiring a lawyer on your nickel to represent my side, after looking at this appeal and researching the laws cited. Looked too flimsy to me to succeed even without representation on my side! But then again, no good deed on my part goes unpunished, Mr. Crawford.

last chance to avoid legal costs.

Subject: last chance to avoid legal costs.
From: Ray Babich <waterpump55@yahoo.com>
Date: 8/25/2022, 6:07 PM
To: Russell Crawford <russcrawfordsc@gmx.com>

Mr. Crawford,

I present you 2 options.

Option 1, you promptly communicate you are interested in the details of this option. You will possibly escape the bulk of the legal fees (per your lease agreement) you are about to incur. My likely lawyer is Dallas Law Firm. I am preparing documents at this time to send him, upon which he will decide if he wants to represent me. In this option, I will have requirements to make evidence to me you are no longer appealing and are preparing to move yourself and your trailer out of the trailer park. This option will take some coordination and perhaps a legal agreement and cancellation of your new appeal.

Option 2 is to continue your existing path as you wish. Your new appeal seems to rehash the same points that lost twice. Just note it will get expensive for you especially since likely you will be leaving the park at some point anyway.

I gave you chances to sit down. Just so you clearly know, I will not now nor in the future offer you a chance to sit down. It's over and I am finishing it with a lawyer.

If you choose option 1 you must respond quick because I am sending docs out to Dallas Law Firm by mail probably today.

Ray Babich 843.330.6789

Russell T. Crawford
4683 W. Montague Ave., Lot 3
N. Charleston, SC 29418

CERTIFIED MAIL



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