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AUG 29 2025

STATE OF SOUTH CAROLINA

SC Court of Appeals

Court of Common Pleas

Case # 2023-CP-45-344

#2024-CP-45-00436

CCOUNTY OF WILLIAMSBURG

LaSheila Mitchum Green
Appellant

MOTION TO ALTER
OR AMEND

Genevieve Framer, Jacqueline King,
Ruth Richburg
Respondent

2025 AUG -4 PM 2:36
DEITRA M. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

FILED

DATE OF HEARING
PRESIDING JUDGE
APPLANT

May 29, 2025
Clifton Newman
Pro Se

ATTORNEY FOR RESPONDENT
COURT REPORTER

Williams Joseph Virgil Barr
Julia Emerson

Appellant, LaSheila Mitchum Green, files this Motion to Alter or Amend Order. The Attorney, for the Respondent, was instructed to write up/draw up the Order. Because the deadline for Motion 59 has expired, This Motion is in pursuant of Rule 60(b) and/or Rule 3.3.

INTRODUCTION

This matter was before the Court on May 29, 2025, for an Appeal of an Ejectment, Motion to Reconsider for a WITHDRAWAL, and an added Motion for Injunctive Relief filed by counsel for Respondent. The filing of the Motion for Injunction identified the Respondents as they were the Defendants not the Plaintiffs. This error was misleading in the role of them as the Plaintiff and may mislead in other actions such as the Plaintiff has one action to recover possession.

The court heard arguments from the Appellant and Counsel for the Respondent along with the Respondent Witnesses. EXHIBIT A

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CLERK OF COURT
WILLIAMSBURG COUNTY, SC

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FINDING OF FACT

1. FALSE... the Appellant is not a tenant of the respondent. The Landlord Tenant relation ended in 2002, as they submitted to the Magistrate Court.
2. Respondents lack demonstration of ownership to the property, of 208 Madison Avenue Kingstree, SC, by not doing maintenance, repairs, replacements and upkeep. They admitted to abandoning the property from 2006-2015.
3. In 2001, my children and I rented the downstairs of the property. 2004-2019 there was no contact from the Respondents. In 2006, the adverse possession was initiated, by using upstairs and treating the property as my own. (Exhibit B)
4. The Statue of Limitation is three years in civil matters and ten years for adverse possession. Twenty-one years after the respondents alleges they did not receive rent, the Writ of Ejectment was filed, July 17, 2023, no Rule to Vacate or Show Cause. I appealed. Retired Judge Williams must believe that I did not receive a Rule to vacate or Show Cause, she gave me a Summons for a Rule to Vacate or Show Cause for September 15, 2023, which canceled the Writ of Ejectment. September 1. 2023, I submitted my Answer claiming adverse possession and an Undertaken. The hearing was September 15, 2023. It was expressed that the Plaintiffs did no repairs, maintenance, replacements or upkeep to the property and there was no contact from 2004-2019, I claim adverse possession and contest the jurisdiction of the Magistrate Court. He proceeded and ended with a verbal Order to Vacate. I appealed. September 22, 2023, Judge Foxworth vacated his Order to Vacate, which canceled the verbal order to vacate. This vacated Order was one action for the Plaintiff to regain possession. The Matter of the WITHDRAWAL of the appeal, with Judge McFadden, was a mistake and was the Motion to reconsider. Judge Newman rescues himself, asked about, it in which, did not allow for proper presentation or litigation but ruled. (Exhibit C)
5. & 6 No information
7. The verbal Order to Vacate, from Judge Newman, gave twenty-one (21) days, June 19, 2025, I appealed. The written Order was not filed until July 1, 2025. Each payment for the Rent Bond to Stay was made to the BARR LAW FIRM. The non-payment of Bond is a knowing false statement, by the Respondents and was not mentioned at the hearing. The Rent Bond was a conspiracy to misrepresent me as a tenant. (Exhibit D)

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CLERK OF COURT
WILLIAMSBURG, VA

8. The filing of the Motion for Ex Parte Possession of real property, Temporary Injunction or In the Alternative and Emergency Hearing, all of which was heard on May 29, 2025, was a retaliatory action in response to receiving a notice from the Town of Kingstree Zoning for Violations, concerning health and safety. The respondents were made aware that Ms. Green corrected the issues that were of concern of health, safety and habitation, December, 16, 2024. The information was/is outdated for use. The Respondents willfully failed to comply with Zoning and when they were Landlords, failed to comply with the Landlord Tenant Act. Judge Newman rescued himself from this motion but later ruled. (Exhibit E)

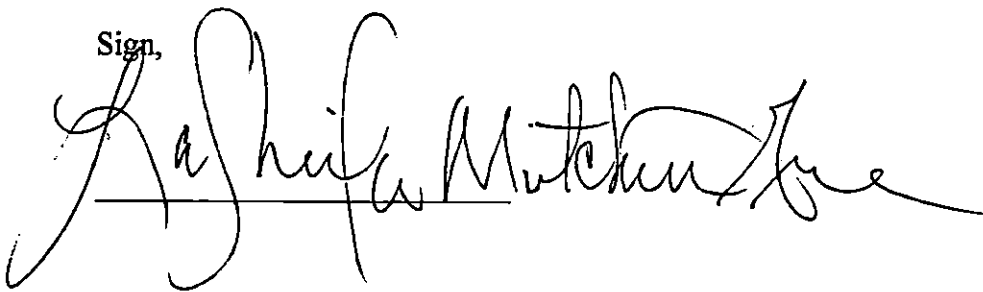
CONCLUSION AT LAW

I have lived in actual and continuous possession at the said property for the past twenty-four years. The Respondents testified that they abandoned the property from 2005-2015 allowed me to live exclusive. The letter dated October 19, 2019, requested me to tear down the fence, referred to my use of the building/garage in back, and the improvement to the yard. The fence was erected in about 2008. The testified they were denied permission to enter the property in 2019, it was held adversely. (*Title 15 Chapter 67 Article 3 Section 15— 67-240 "What constitutes adverse possession...not under written instrument or court order or decree. When it shall appear that there has been actual continued occupation of premises under a claim of title, exclusive of any other right but not founded upon written instrument or judgement or decree, the premises so actual occupied, and no other, shall be deemed to have been held adversely.) (Section 15-57-250 "...when enclosed ... cultivated")*).

10. The Appellant is entitled to occupy the premises. The Respondents used Zillow to calculate the amount of Rent Bond, the Judge set it at \$700. Zillow stated that the average home owner spends \$1,080 per month in repairs, maintenance, upkeep and other \$1,080 x 12 months x 22 years = \$285,120 plus yard care \$35 per week x 52 weeks x 22 years = \$40,040 total \$325,160 of the Respondent unjust enrichment. The non-compliance of with the Town of Kingstree Zoning Ordinance Violation was fined at \$500 per day 273 days total \$136,500. As stated, the Bond was a conspiracy to misrepresent me as a tenant (*Title 27 Chapter 37 Section 27-37-150 "After the commencement of the ejection process by the issuance of the Rule to Vacate or Show Cause...rent continues to accrue so long as the Tenant remains in possession of the premises at the same rate as prevailed immediately prior to the issuance of the Rule to vacate or show cause."*) Rent was \$0. Your Honor, I claim adverse possession and I request all bond monies be refunded.
11. The Respondents has failed to do repairs, maintenance, upkeep and replacements to the home for a period of over twenty years (*Title 27 Chapter 40 Article 3 Section 27-40-440 (2a) "...Landlord shall...make all repairs."*). They admitted to not providing access to running water for over ten years, no heat for twenty-three and abandoning the property. They failed to comply with the Town of Kingstree Zoning. Your Honor, please note, I maintain and hold the adjoining property.
12. My rights were violated: The Magistrate Lacked Jurisdiction, I did not receive a Rule to Vacate or Show Cause, I as misrepresented as a tenant, I was ordered to pay a rent Bond for an adverse possession claim/counter claim, the over looked testimony of the respondent that supported my claim but varied from the testimony in 2023, the Statue of Limitations are not recognized. At the hearing, I objected, Judge Newman told me that I could not object, there was ex parte communication between the Judge and the witnesses on the stand. Near the end, there was a joke expressed between Counsel and the Judge in likeness of, "Your Honor, Ms. Green has not had water in that house for ten years." Attempting to do my closing statement, the Judge interrupted so that I did not finish. The actual actions of biasness/unfairness have displayed along with knowingly and willingly to making of false misleading statements.

A thanks to this Honorable court, for your time to review and Alter/Amend to this Order

Sign,

A handwritten signature in black ink, reading "LaSheila Mitchum Green". The signature is written in a cursive style and is positioned above a horizontal line.

LaSheila Mitchum Green

208 Madison Ave.

Kingtree, SC 29556

843-244-8703

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