

FILED

STATE OF SOUTH CAROLINA

2025 AUG -5 PM 4: 25

COURT OF COMMON PLEAS

Case # 2023-CP-45-344

2024-CP-45-00436

RECEIVED

SEP 03 2025

COUNTY OF WILLIMASBURG

DETRA M. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

LaSheila Mitchum Green

NOTICE OF MOTION S.C. SUPREME COU

Plaintiff

AND

RECEIVED

MOTION OF

Genevieve Farmer, Jacqueline King
Ruth Richburg

SEP 03 2025

WRIT OF SUPERSEDEAS

SC Court of Appeals

Defendants

Appellant, LaSheila Mitchum Green, respectfully petition this Honorable Court for a Writ of Supersedeas. Seeking stay of enforcement of the judgement/Order for the Injunction/Ejectment entered by the Court of Common Pleas, on July 1, 2025 (Verbal Order May 29, 2025), pending appeal pursuant Rule 241(d).

The Williamsburg County Magistrate Court Lacked Jurisdiction and was contested, when the action was brought before the court September 15, 2023. The Answer claiming adverse possession and an Undertaken were submitted in response for the Summons for a Rule to Vacate or Show Cause for an Ejectment.

The Motion filed for Ex Parte Possession of Real Property, Temporary Injunction, or, in the Alternative, Emergency Hearing. The role of the Plaintiff and the Defendant were misrepresented. The Defendants received a Zoning Ordinance Violation notice from the Town of Kingstree, dated October 30, 2024. This Motion is a retaliation to that notice. The Motion was based upon a false and out dated information. The Property was never condemned. The issues that caused concerns for unfit for habitation were corrected in December 2024. The Defendants were made aware of the corrections. Repairs cited to the Defendants were made and are in process of being made by Ms. Green. The Emergency was filed six months after the notice.

FILED

2025 AUG -5 PM 4: 26

Motion for Supersedes
Case # 2023-CP-45-344
2024-CP-45-00436

DEITRA N. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

FACTUAL AND PROCEDUAL BACKGROUND

This case has an extensive Factual and Procedural Background, but necessary to fully recount. In 2001, I along with my four (4) children rented the downstairs portion of 208 Madison Avenue, Kingstree, SC 29556. We started out with repair and deduct but the overall upkeep of the 1930 home became more than the rent. In 2002 the Defendants were notified that we had no heat or working toilet. They responded two weeks later, by letter, but did no repairs. In 2006, after the storm, we experienced an awful smell. Upon investigating upstairs, we discovered wet mattresses, old clothes and other items left by the Landlord that we had to get rid of along with cleaning of mildew/mold. I had the roof repaired and we stairs using upstairs which initiated the adverse possession. From 2004-2019, there was no contact from the Defendants. The did no repairs, maintenance, upkeep or replacement to the property. I erected a fence, placed no trespassing signs, cultivated and improved the property as it was my own.

August 1, 2023, there was a WRIT OF EJECTMENT posted alone on my door. I did not receive a Rule to Vacate or to Show Cause. I appealed. (Action #1 to recover possession). Retired Judge Deloris Williams spoke with me several times and must had believed that I did not receive the Rule to Vacate or to Show Cause by giving me a Summons for a Rule to Vacate or Show Cause dated September 15, 2023, which canceled the WRIT OF EJECTMENT. I submitted my Answer claiming adverse possession and an Undertaken (Action #2 for recovery of possession). September 15, 2023, Judge Foxworth was on the bench. The Defendants were asked why did they stop contacting Ms. Green in the early 2000's? Ms. Farmer replied, "I gave up." They abandoned the property. When I was asked did I agree that they were the owners? I replied, "No." They testified that, in 2019, they were denied access to enter the property. The hearing ended with a verbal order to vacate (Action #3 for recovery of possession and recovery of real property). I appealed.

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Court of Common Pleas
Case # 2023-CP-45-3-
#2024-CO-45-004

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DEBRA M. JOHNSON
CLERK OF COURT
JULY COUNTY, SC

September 22, 2023, Judge Foxworth vacated his Order to Vacate, which canceled the verbal order to vacate (Action #4 to regain possession).

September 16, 2024, was the hearing for the appeal. Judge McFadden was on the bench. I WITHDRAW the appeal by mistake. Both appeals were in front of me. I mistakenly referred to the one that was for Judge Foxworth vacating his Order to vacate. This was a mistake and was the Motion to Reconsider on May 29, 2025. Judge McFadden's Order states that the Defendants did not object. They did not ask to regain possession of the property (Action #5 to regain possession).

October 31, 2024, was the Rent Bond hearing. Judge Foxworth was on the bench. This rent bond was a conspiracy to have me removed from the property by way of finance and having me sign as a tenant. The Defendants used Zillow to calculate the amount of rent to request at \$1,200 - \$2,400 per month. Judge Foxworth set it at \$700. The rent bond payment was made each month to BARR LAW FIRM. The statement that the payments were not made is to commit fraud and/or mislead the court. Zillow states the average home owner spends \$1,080 per month on home repairs, maintenance, upkeep and replacements. $\$1,080 \times 12 \text{ months} \times 22 \text{ years} = \$285,120$ plus yard \$35 per week $\times 53 \text{ weeks} \times 22 \text{ years} = \$40,040$ total \$325,160 is the amount of their unjust enrichment. Because the Defendant did not lose their status quo and under the false pretense the Rent Bond was acquired, I request the all the Rent Bond money be returned.

October 31, 2024, the Town of Kingstree issued a Zoning Ordinance Violation notice to the Defendants. The willful non-compliance, of the Defendants to correct the issues, is a \$500 per day fine as stated on the notice and is a crime. The notice has been issued over six months ago, over 273 days $\times \$500 = \$136,500$. The stress of this action has negatively affected my life.

May 29, 2025, was the Hearing for the Appeal for the Ejectment, the Motion to Reconsider and

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Court of Common Pleas
Case # 2023-CP-45-344
#2024-CO-45-00436

DEBRA N JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

the Injunction. Because of the added Motion for the Injunction, there were witnesses that I had no knowledge of and were not a part of the original hearing on Appeal. Judge Newman rescued himself from the injunction because it was a Town Ordinance. The rescue is the beginning did not permit an effective presentation of information on behalf of the Plaintiff. He held an obvious display of ex parte communication with the witnesses of the Defendants. I object to the Counsel when he asked the witness, of the Defendants, what did he want the court to do? Judge Newman said, "You can't object...". The witness of the Defense stated that he often drove by and saw the kid playing in the yard but he never stopped. That supports/confirms the Open element of adverse possession. When asked a question, of the witness, about doing maintenance, he replied, I didn't come to do maintenance and their admitting to abandonment of the property supports/confirms the Exclusive element of adverse possession. The testimony of the Defendant that confirms that we were using the upstairs portion of the house as we were not supposed too and with the letter stating that I did not get permission to make changes to the backyard supports/confirms the Hostile element of my claim of adverse possession along with putting up my fence, no trespassing. The letter expresses taking care of the yard and use of the garage/building in the back yard, proves the use of the entire property. It has been established that I have been in Actual and Continuous possession from 2001-2025.

Near the end of the hearing, what appeared to be a joke between Council, for the Defendants and Judge Newman, was to the likeness of,"...Judge, Ms. Green has not had water in that house for ten years...". I found that offensive and if they were Landlords, they admitted to the direct violation of the Landlord Tenant Act and these action would cause irreparable harm and injury.

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Court of Common Pleas
Case # 2023-CP-45-344
#2024-Cp-45-00436

DEITRA H. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

GROUNDS FOR GRANTING THE SUPERSEDEAS

To obtain a Supersedeas, the Appellant must show (1) likelihood to succeed on the merit (2) Appellant will suffer irreparable harm if stay is not granted “Dodge v. Dodge 332 SC 401(1998) 505SE 2d 344” The granting of the Supersedaes will not cause harm to the opposing party.

APPEALLANT WILL SUFFER IRREPARABLE HARM IF STAY NOT GRANTED

The purpose to the Supersedaes is to preserve the status quo to avoid further prevent irreparable injury pending litigation. “Levine 367 S.C. at 464, 626 S.E. 2d at 41. The impact of an Injunction/ Ejectment will decrease my opportunity for future capability of senior house and further decline my credit score. The paying of the rent Bond to Stay placed me in a more of a financial struggle. If the Supersedaes is not granted; having to find alternate housing, burden of moving finance of moving, reestablishing essential services, and the emotional adjustment will cause more harm and Injury. Demonstration of ownership to the property is through the one that cultivate and improves. I request that all bond money be returned. I have lived at this address for the past twenty-four years. The majority of my investment and time has gone into the total upkeep of the real property at 208 Madison Avenue, Kingstree, South Carolina. The Town of Kingstree has not condemned the property. This is a knowingly false and misleading statement to this Honorable Court (Exhibit A).

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Court of Common Pleas
Case # 2023-CP-45-344
#2024-Cp-45-00436

DETRA E. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC
LIKELYHOOD OF SUCCESS ON THE MERITS

Magistrate Court Lacked Subject Matter Jurisdiction of adverse possession. Failure to discontinue and /or dismiss the case (*Title 22 Chapter 3 Article 11 Section 22-3-1130 ...Magistrate the action before him discontinued*). This allowed for the Plaintiffs to exercise their one action to recover possession. *South Carolina Code of Law 1976 15-67-20 sets forth as follow: "Plaintiff is limited to one action for recovery of real property."* The vacated order to vacate allowed for action #2 to recover possession. The rent bond to stay was a conspiracy to present me as a tenant. The false statement, on the Order, that Bond monies was not paid.

The Motion for Ex Parte Possession of real property, Temporary Injunction, or in the Alternative Emergency Hearing was filed as the Defendant. This error is misleading to their role as the Plaintiff not Defendants.

Retaliatory conduct is prohibited. Because of the Zoning Violation notice and under the Rent Bond to stay, this Motion was filed. According to Title 27 Chapter 40 Article 9 27-40-910 (A *"...Landlord shall not retaliate by increasing rent...bringing actions for possession after..."*. (*Title 27 Chapter 40 Article 3 Section 27-40-440 Landlord shall (a1) "...comply..."*)(*"...do all repairs..."*)

Title 15 Chapter 67 Article 3 Section 15-67-250 Relation of Landlord and Tenant as affecting adverse possession (*"...until ten years from the time of refusal to pay rent."*) (Section 15 Chapter 67 Section 15-67-240 Premises held adversely not under written instrument or court order judgement or decree *"When it appears that there has been actual and continue occupation of the premises"*. Section 15-67-250...adverse possession under claim of title...not under written

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DEITRA H JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

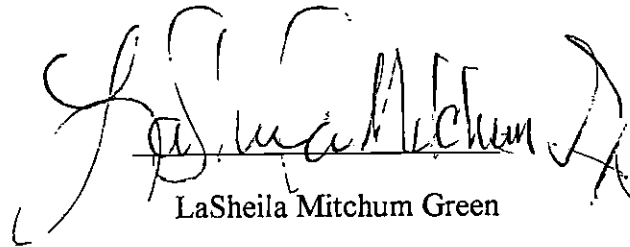
Court of Common Pleas
Case # 2023-CP-45-344
#2024-Cp-45-00436

instrument or decree (1) *protected by enclosure* (2) *cultivated and improved*. I claim adverse possession.

Success on the Merit is based on the legal substance of the case, fact presented, and the relevant Law, not the, if so, the court has erred in the application of Law, My right to due process and my right to be heard has been violated..

RELIEF REQUESTED

Plaintiff asks that the court grant the Petition of the Writ of Supersedeas to stay the enforcement of the Injunction/ejectment while appeal is pending. I humbly ask the court to consider my financial position according my submitted to form 405 (*Smith v. Smith*, 275 S.C. 494, 272 S.E. (2d) 797 (1980)).



LaSheila Mitchum Green

208 Madison Ave.

Kingstree, SC 29556

843-244-8703

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COF

(8)

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12-16-2024

DETRA M JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC



DETRA M. JOHNSON

Dear Homeowner/Tenant,

I was requested by Ms. Green to visit your property on December 16, 2024, to assess the corrective actions taken regarding the violations cited on November 19, 2024.

As of December 16, 2024, you have successfully addressed the following:

1. **Town of Kingstree Ordinance** - Unfit, Unsafe, and Dilapidated Structure: The property now has access to water, resolving this issue.
2. **The Town of Kingstree Ordinance 92** - Health and Sanitation: All items have been removed from the front and side yards, ensuring compliance.
3. **2021 IPMC Structure unfit for human occupancy 111.1.3 Structure unfit for Human occupancy**

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Thank you for your cooperation in resolving these matters.

Sincerely,

Robbie Epps
Code Enforcement Officer
Town of Kingstree
401 N Longstreet St
Kingstree, SC 29556
843.355.8152 Office
843.356.9110 Cell

24 DEC 18 PM 2:46

WILLIAMSBURG COUNTY

DETRA M. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

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WILLIAMSBURG COUNTY
COURT OF COMMON PLEAS

CASE #2023-CP-45-344
#2024-CP-45-00436

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SEP 03 2025

S.C. SUPREME COURT

LaSheila Mitchum Green

Plaintiff

Vs

Geneieve Farmer, Jacqueline king, Rutjh Richburg

Defendents

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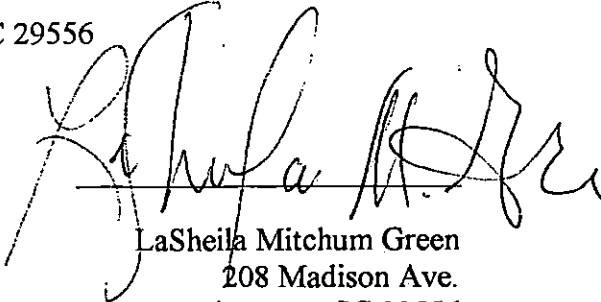
SEP 03 2025

SC Court of Appeals

PROOF OF SERVICE

The Proof of Service for the Court of Appeals was used. Please note the wrong proof of service cover was use.

I CERTIFIED THAT I HAVE SERVED THE MOTION TO ALTER OR AMEND, NOTICE AND MOTION TO RECONSIDER, NOTICE OF MOTION FOR SUPOERSEDEAS TO WILLIAMSBURG COUNTY COUROF COMMON PLEAS, Ms. Genevieve Farmer, Ruth Richburg and Ms. Jacqueline King, by hand delivery on August 5, 2025 to 108 N. Academy St. Kingtree, SC 29556, and 125 W. Main Street , Kingtree, SC 29556


LaSheila Mitchum Green
208 Madison Ave.
Kingtree, SC 29556

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STATE OF SOUTH CAROLINA (

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Court of Common Pleas
Case # 2023-CP-45-344
#2024-CP-45-00436

DETRA M JOHNSON
CLERK OF COURT
COUNTY OF WILLIAMSBURG (

Appellate Case # 2025-001183

LaSheila Mitchum Green (

Appellant)

MOTION TO COMPEL

Gehevieve Farmer, Jacqueline King, Ruth Richburg (

Respondents)

RULING ON MOTION TO
AMEND or in ALTERNATIVE

CLARITY FOR DENIAL

Date of Hearing May 29, 2025
Presiding Judge Clifton Newman
Appellant Pro Se
Attorney for the Respondent William Joseph Virgil Barr
Court Reporter Julie Emerson

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AUG 29 2025

SC Court of Appeals

Appellant, LaSheila Mitchum Green, file this Motion to Compel Ruling on Motion to Amend Order filed July 1, 2025, under Rule 59, or in Alternative Clarity for Denial. The Motion to Alter or Amend was filed August 4, 2025, under Rule 60(b) and Rule 3.3, and was referred to on August 6, 2025, but not ruled. I Humbly ask this Honorable Court for a Ruling or Clarity for Denial of correcting Order Granting Injunctive Relief. (EXHIBIT A)

INTRODUCTION

This Matter was before the Court on May 29, 2025, for an Appeal of an Ejectment, Motion to Reconsider a Withdrawal, and an added Motion for Injunctive Relief filed by the counsel for the Respondent. The filing of the Motion for the Injunction identified the Respondent as they were the Defendants not the Plaintiffs. (*Globe and Rutgers Fire Insurance Company v. The Director General of Railroads*). This error was misleading in the role of them as Plaintiffs not Defendants and may be misleading in other actions such as the Plaintiff has one action to recover Possession. (*Title 15 Chapter 67 Article 1 Section 15-67-20...Plaintiff in actions for recovery or real property or the recovery of possession of real property, is limited to one...*)

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S.C. SUPREME COURT

FINDING OF FACTS

The Court heard arguments from the Appellant, Counsel for the Respondent and testimony from the Respondents' Witnesses. It was introduced to the Court that the information for which the Injunction was sought, was corrected and outdated as well as being a retaliatory in action by the Respondents. Judge Newman rescued himself from the Motion to Reconsider and the Motion for Injunction, participated in ex parte communication with the witness of the Respondents, the ruling is subject to the misapplication of Law and/or bias.

1. FALSE... the Appellant is not a tenant of the Respondents. The landlord tenant relation ended in 2002, as they submitted to the Magistrate Court. *(Title 15 Chapter 67 Article 3 Section 15-67-260 Relation of Landlord and Tenant affecting adverse possession. Whenever the relation of landlord and tenant shall have existed... expiration of ten years from the time of refusal to pay rent...)* I claim adverse possession. Written in the Motion for the Injunction, Respondents/Defendants states in Factual and Procedural Background, *"Plaintiff previously was a renter of the said property located at 208 Madison Avenue, Kingstree, SC..* Confirming that I am not a Tenant/Renter. The Property has been enclosed and cultivated. *(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 15-67-250...when enclosed*

...cultivated"). As further evidence, a letter from the Respondents, from 2019, was mentioned, stating the Appellant should tear down the fence, and recognition the raking and removing of yard debris. No trespassing signs are posted. EXHIBIT B

2 & 3. Respondent's lack demonstration of ownership of the property by not performing maintenance, repairs, replacement and upkeep for over twenty years. Upon moving in, in 2001, we only rented the downstairs. In 2002, they were notified that we had no working toilet or hear. Two weeks later they responded by letter but did no repairs. From 2004-2019 there was no contact. In 2006, the roof leaked after the storm. When investigated upstairs, due to an awful smell, we remover wet mattresses, old clothes and other items along with cleaning mold/mildew and stated using upstairs, which imitated the adverse possession. They testified to abandoning the property from 2005-2016. They further testified that they were not granted permission to enter the property in 2019, it was already under adverse possession. The Respondents expressed the word hostile. (*"Ouster" is the actual turning out or keeping excluded a party entitled to possession of any real property. Grant v. Grant, 288 S.C. 86, 340 S.E.2d 791 (Ct. App. 1986).* In the foresaid letter, the Respondents stated their surprise to see the grass removed from the back yard and replaced with bricks and rocks, you did not ask permission to make changes. ,

4. The Statue of Limitation is three years for Civil matters and ten years for adverse

possession. Twenty – one years after the Respondent’s 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 had agreed that I did not receive a Rule to Vacate or Show Cause by issuing a Summons for a Rule to Vacate or Show Cause dated for September 15, 2023, which canceled the Writ of Ejectment. I submitted my Answer claiming adverse possession and Undertaking. The hearing September 15, 2023, Judge Foxworth was on the bench. I expressed that we had no contact from 2004-2019. The Plaintiffs did no repairs maintenance, replacement or upkeep to the property and I contest the jurisdiction of this court. (*Title 22 Chapter 5 Article 1 Section 22-3-20 (2) & 22-3-30. Title 22 Chapter 3 Article 11 Section 22-3-1110, 1120, 1150, 22-3-1160, 22-3-1170 “...When Magistrate has no jurisdiction.”*). Because Magistrate Lacked Subject Matter Jurisdiction, the case should have been discontinued. The hearing ended with an Order to Vacate. On September 22, 2023, Judge Foxworth Vacated his Order to Vacate. Which canceled the Order from September 15, 2023, resulted in one of the actions to recover possession of real property. The matter of the WIRHDRAWAL of the Appeal was a mistake and the Motion to Reconsider was filed. Judge Newman rescued himself, later asked in which did not allow for proper presentation or litigation but ruled.

5. & 6 No Entry

7. & 8. The verbal Order gave twenty- one days to vacate, I appealed. The Order was filed July 1, 2025, stating that I did not make the bond payments. The Rent Bond to Stay was

Conspiracy to misrepresent me as tenant. According to the Order, "...until the case is heard in the Circuit Court. Payments of \$700 were made from November 2024 – May 2025. When the Respondents were landlords, they clearly violated the Landlord Tenant Act and their failure to respond to the Zoning Ordinance further supports my adverse possession claim. The Zoning Violation fine accrued at \$500 per day. At the point of 273 days totals \$136,500. EXHIBIT C

CONCLUSION AT LAW

9. My continuous and actual possession is observed. The respondents testified that through the years they would pass by, see the kids playing in the yard but never stopped. When the witness was asked how much maintenance did he do? He replied, "I did not come to do maintenance." Along with admitting to abandonment of the property, allowed me to live open and exclusive. In their testimony they stated that I was hostile, along with the evidence that I treated the property as my own, adversely; attached a storage onto the back of the house, painted inside, made interior changes, planted trees, did repairs, maintenance and upkeep, cultivated and enclosed. They also stated that I did not have permission to tear down the old shed along with my use of the garage/building in the back of the property.

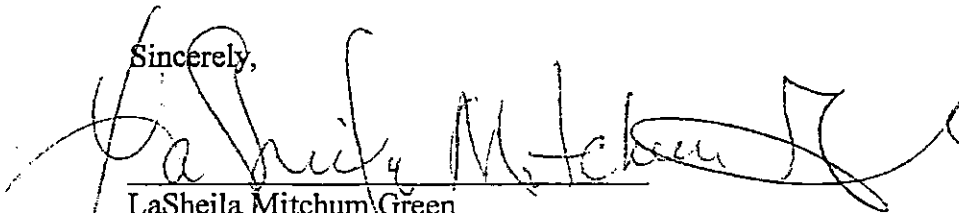
10. The Appellant has the right to occupy the premises. The Respondents did not do maintenance, repairs, replacements or upkeep to the property from 2002-2012, which encompass the ten years Statue of Limitation for the adverse possession. The Respondents used Zillow to calculate the amount for the Rent Bond to Stay at \$1,200 per month. The Judge set it at \$700 until the case is heard in the Circuit Court. Zillow also calculated that the average home owner spends up to \$1,080 per month repairs, maintenance, upkeep and repairs $\$1,080 \times 12 \text{ months} \times 22 \text{ years}$ plus yard care $\$35 \text{ per week} \times 52 \text{ weeks} \times 22 \text{ years} = \$325,160$ is the Respondents unjust enrichment. I claim adverse possession and request all Bond to Stay monies be returned.

11. The Respondent admitted to not providing essentials, such as heat and water, which violated the Landlord Tenant Act. They fail to comply with the Town of Kingstree Zoning concerning health and safety. I claim adverse possession. The joining property is held and maintained by the Appellant.
12. The Order includes false and misleading information which is at the foundation of this Order. Magistrate Lacked Jurisdiction to hear an adverse possession case but refused to discontinue the case. When Council asked the witness, May, 29, 2025, What did he want the court to do? I objected. Judge Newman stated, "You can't object. I will allow it. What do you want the court to do?". Statue of Limitation was introduced but it was ignored. Ex parte communication was expressed between the Judge and the witness on the stand. Near the end there was a joke between Judge Newman and Counsel in the likeness of, "Your, Honor, Ms. Green has not had water in that house for ten years." In attempts to do my closing statement, Judge Newman interrupted so that I did not finish.

With great respect, the actual actions of bias and unfairness is on display. It is imperative that the misrepresentation and false statements be corrected. It is in question has Judicial Misconduct, Lack of application of Law, Violations of the Right to be Heard, the Violation of Due Process, Abuse of Power, Abuse of Discretion, and/or Code of Conduct have occurred?

A thanks to this Honorable Court for your time to review and Alter or Amend this Order.

Sincerely,


LaSheila Mitchum Green
208 Madison Ave.
Kingstree, SC 29556

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DEBRA M. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC
2025 AUG 27 PM 4:53
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2025 AUG 27 PM 4:53

**DETRA H. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC**

EXHIBIT A

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12-16-2024

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DEITRA M. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC



Deitra M. Johnson

Dear Homeowner/Tenant,

I was requested by Ms. Green to visit your property on December 16, 2024, to assess the corrective actions taken regarding the violations cited on November 19, 2024.

As of December 16, 2024, you have successfully addressed the following:

1. **Town of Kingstree Ordinance** - Unfit, Unsafe, and Dilapidated Structure: The property now has access to water, resolving this issue.
2. **The Town of Kingstree Ordinance 92** - Health and Sanitation: All items have been removed from the front and side yards, ensuring compliance.
3. **2021 IPMC Structure unfit for human occupancy III.1.3 Structure unfit for Human occupancy**

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Thank you for your cooperation in resolving these matters.

Sincerely,

Robbie Epps
Code Enforcement Officer
Town of Kingstree
401 N Longstreet St
Kingstree, SC 29556
843.355.8152 Office
843.356.9110 Cell

24 DIC 18 P2:16

WILLIAMSBURG COUNTY

DEITRA M. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

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DETRA N JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC
STATE OF SOUTH CAROLINA

COUNTY OF WILLIAMSBURG

LaSheila Mitchum Green

Appellant

VS.

Genevieve Farmer, Jacqueline King,
Ruth Richburg

Respondent

COURT OF COMMON PLEAS
CASE # 2023-CP-45-344

ORDER GRANTING
INJUNCTIVE RELIEF

DETRA N JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC
2025 AUG -1, PM 2:37

FILED

DATE OF HEARING	:	May 29, 2025
PRESIDING JUDGE	:	Clifton Newman
APPELLANT	:	Pro Se
ATTORNEY FOR RESPONDENT	:	William Joseph Virgil Barr
COURT REPORTER	:	Julia Emerson

This matter came before the Court on May 29, 2025, on a Notice of Motion and Motion for Injunctive Relief filed by counsel for Respondents William Joseph Virgil Barr. Present before the Court were the Appellant, who appeared Pro Se, and the Respondents with their attorney.

The Court heard argument from Ms. Green and Counsel for the Respondents, with testimony from Ms. Green and other witnesses.

FINDINGS OF FACT

1. Appellant is a citizen and a long-term resident of the County of Williamsburg, State of South Carolina, and she is a tenant of the Respondents.
2. Respondents hold legal title to the real property, located at 208 Madison Avenue, Kingstree, South Carolina 29556, which is the subject of this action
3. Appellant and Respondents entered into a rental contract for the property in excess of twenty years ago.
4. Respondents initially filed a Writ of Ejectment on July 17, 2023, and the Writ of Ejectment was subsequently granted after many delays. Appellant filed many pleadings seeking to avoid eviction and ultimately filed an Appeal of the eviction in

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the Williamsburg County Court of Common Pleas. She withdrew the appeal on September 16, 2024, after appearing before the Honorable George M. McFadden, Jr., who issued his order dated October 7, 2024.

7. Despite being ordered to vacate and failing to make payments on a \$700 monthly appeal bond, the Appellant continues to illegally occupy the premises.

8. On April 17, 2025, Respondents through counsel filed this Notice of Motion and Motion for Ex Parte Possession of Real Property, Temporary Injunction, or in the Alternative an Emergency Hearing all of which was heard on May 29, 2025, with the Appellant now claiming she has the right to continue to occupy the premises based on adverse possession.

CONCLUSIONS OF LAW

Having fully heard the motion, the Court finds and rules as follows:

9. This is not an adverse possession case.

10. The Appellant is not entitled to occupy the premises based on a claim of adverse possession, in that an ejection from the premises was ordered. Appellant cannot belatedly claim adverse possession after being evicted and withdrawing her appeal.

11. The Court grants the extraordinary injunctive relief sought by Respondents. The basis for the ruling of the Court is that pursuant to the South Carolina Code of Laws, Rule 65, and other laws, it's clear that the Respondents will suffer irreparable injury if they are not returned possession of their home.

12. The Appellant is ordered to vacate the property at 208 Madison Avenue, Kingstree, South Carolina 29556 within 21 days of the issuance of this order and should the Appellant fail to vacate, the Williamsburg County Sheriff's Department is ordered to remove the Appellant and her property from the premises.

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WILLIAMSBURG COUNTY, SC
CLERK OF COURT
J. JOHNSON



Williamsburg Common Pleas

Case Caption: Lesheila M Green VS Genevieve Farmer , defendant, et al
Case Number: 2023CP4500344
Type: Order/Other

So Ordered

s/ Clifton B. Newman, 2127

Electronically signed on 2025-07-01 14:48:52 page 4 of 4

FILED

2025 AUG -14 PM 2:37

DEPTA K JEMPSKY
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

FILED

2025 AUG 27 PM 4: 54

DETRA M. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

EXHIBIT B

FILED FILED

Genevieve M. Farmer
2113 Lyndhurst Drive
Raleigh, NC 27610

2025 AUG -4 PM 2:37
2025 AUG 27 PM 4:21
2025 SEP 21 PM 04:22

October 29, 2019

DEBRA F. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

WILLIAMSBURG

KINGSTREE, SC

CLERK OF COURT

DEBRA F. JOHNSON

CLERK OF COURT

WILLIAMSBURG COUNTY, SC

FILED

Ms. LaSheila M. Green
208 Madison Avenue
Kingstree, SC 29556

Dear Ms. Green:

My sister and I were disappointed that we were not able to have you present with us when we went to Kingstree on Friday, October 11, 2019. I have not tried to call you since we talked by phone on October 11th to see that you have unblocked my phone number, but it is of utmost importance that I can call you when needed.

As my letter of October 8, 2019 stated, in order for our current insurance company to continue to serve us, we are required to maintain our property at 208 Madison Avenue as specified by them. We were pleased that you had removed the branches from the yard and raked.

Listed below are things we are requesting and requiring of you.

REMOVE FROM THE PROPERTY THE FOLLOWING:

1. The refrigerator and other trash from the back patio.
2. The trash from the side porch (screened porch).
3. The wood "fences" that surround the property, especially on the right side that face the house.
4. The trash and other things on the back yard, including beyond the divider you have placed in front of the building that is really a garage.
5. The trash from inside and outside of the building (garage) which is behind the house.
6. The boards from the windows on the back of the house.
7. The wreath on the house - front wall.
8. The trash from the yard next to the house (left side facing the house).

There is trash on the side of the house that faces the road. If you placed the trash there, it should be moved.

THE DEADLINE FOR YOU TO DO THE ABOVE LISTED THINGS IS WEDNESDAY, NOVEMBER 13, 2019.

The air conditioner appears to not be in use. Is it working? This brings to our mind to ask about the furnace, too. Is the furnace working? **YOU CANNOT USE SPACE HEATERS IN THE HOUSE.**

We were really SURPRISED to see the grass from the back yard removed and replaced with bricks and rock. You did not request making that change to the yard.

We are having several things done for upkeep and maintenance of the house: reroofing, rescreening the side porch, removing the patio top, cutting branches off certain trees, cutting down certain trees, power washing the house, etc. We will notify you when the work is to begin.

Yours truly,
Genevieve M. Farmer *gfarmer*

FILED

2025 AUG -4 PM 2:37

DETRA H. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

Dear Ms. Green,

GENEVIEVE M. FARMER
2113 LYNTHURST DRIVE
RALEIGH, NC 27610

*One letter mailed to
Ms. Green.*

GOP

October 4, 2004 *November 9, 2004*

I have not heard from you since January 9, 2004. At that time you mailed a money order for \$100.00 toward your rent. Even then, your rent was many months overdue. Now, your rent is overdue twenty-seven (27) months.

Find listed below an update on your rent status as of Monday, October 4, 2004.

	<u>Rent Period</u>	<u>\$ Amount Due</u>	<u>Cumulative \$ Amount Due</u>
2002	1. August - September	Sept.03 pd. \$45.&Jan.04 pd \$100.	115.00
	2. September - October	255.00	370.00
	3. October - November	255.00	625.00
	4. November - December	255.00	880.00
	5. December - January	255.00	1135.00
2003	6. January - February	255.00	1390.00
	7. February - March	255.00	1645.00
	8. March - April	255.00	1900.00
	9. April - May	255.00	2155.00
	10. May - June	255.00	2410.00
	11. June - July	255.00	2665.00
	12. July - August	255.00	2920.00
	13. August - September	255.00	3175.00
	14. September - October	255.00	3430.00
	15. October - November	255.00	3685.00
	16. November - December	255.00	3940.00
	17. December - January	255.00	4195.00
2004	18. January - February	255.00	4450.00
	19. February - March	255.00	4705.00
	20. March - April	255.00	4960.00
	21. April - May	255.00	5215.00
	22. May - June	255.00	5470.00
	23. June - July	255.00	5725.00
	24. July - August	255.00	5980.00
	25. August - September	255.00	6235.00
	26. September - October	255.00	6490.00
	27. October - November	255.00	6745.00
	28. November - December	255.00	7000.00

2025 AUG 27 PM 4:54

DETRA H. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

FILED

Yours truly,

(E)

FILED

2025 AUG 27 PM 4:54

DEBRA H JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

EXHIBIT C

COPY

(2023CV4510100528 Magistrate Court)
(2024CP4500436 Circuit Court)

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA
COUNTY OF Williamsburg

MAGISTRATE'S COURT

Genevieve Farmer, Jacqueline King, Ruth Richburg

LANDLORD(S)

VS.

LaSheila Mitchum-Green

TENANT(S)

BOND TO STAY EXECUTION
ON APPEAL

FILED
2025 AUG 27 PM 4:54
DETRA M. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

TO: Circuit Court

Now comes the Tenant(s) in the above entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on August 8, 2023, by the Magistrate. Tenant has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to pay rent in the amount of \$700 per month, due on the 1st of each month, beginning November 1, 2024. Payments are to be made by cash, cashier's check or money order to Attorney William Virgil Barr, located at 106 North Academy Street, Kingstree, South Carolina 29556.

Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Dated on: October 31, 2024

Did not sign.
Tenant(s)

Upon execution of the above bond, execution on the Judgment of Ejectment is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment 700 within five (5) days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s).

Dated on: October 31, 2024


JUDGE Randy Brice Foxworth

SCCA.657 (08/2020)

(17)

(22)

24 NOV -4 P 4:10

WILLIAMSBURG COUNTY
MAGISTRATE OFFICE

FILED
2025 MAY 21 PM 04:23
DETRA M. JOHNSON
CLERK OF COURT
KINGSTREE, SC

FILED

WILLIAMSBURG COUNTY
CLERK OF COURT
DETRA M. JOHNSON
WILLIAMSBURG COUNTY, SC

2025 AUG -4 PM 2:36

FILED

FILED

STATE OF SOUTH CAROLINA

2023-CP-45-00344

2023 SEP 15 AM 11:24

COUNTY OF WILLIAMSBURG

CIVIL CASE NUMBER

SHARON W. STAGGERS
CLERK OF COURT
KINGSTREE, S.C.

Geneieve Farmer
2113 Lyndhurst Drive
Raleigh, NC 27810

Jacqueline King
2113 Lyndhurst Drive
Raleigh, NC 27810

Ruth Richburg
2113 Lyndhurst Drive
Raleigh, NC 27810

PLAINTIFF

Vs

LaSheila Mitchum Green
208 Madison Ave.
Kingstree, SC 29556

DEFENDANT

FILED
RECORDED 13
AUG 19 11:00:05
SHARON W. STAGGERS
CLERK OF COURT
KINGSTREE, S.C.

Request for Appeal

Because the Judge lack Jurisdiction, I raised in my defense, of the law stated on the Undertaken. The judge should not have heard the case.

This case was heard by Judge Foxworth on Sept 13, 2023.

LaSheila Mitchum Green

Signature

Sept. 15, 2023

Date

FILED
2025MAY21 PM0430
DETRA M. JOHNSON
CLERK OF COURT
KINGSTREE, SC

FILED
2025 AUG 27 PM 4:51
DETRA M. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM WILLIAMSBURG COUNTY
COURT of COMMON PLEAS

Clifton Newman Circuit Court Judge

Case No. 2023-CP-45-344

2024-CP-45-00436

Appellant Case #2025-001183

DETRA H. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC.
2025 AUG 27 PM 4:54

FILED

LaSheila Mithum Green

Appellant

Genevieve Farmer, Jacquelyn King, Ruth Richburg

Respondent

PROOF OF SERVICE

I CERTIFY THAT I HAVE SERVED THE Motion to Compel Rulings ON Genevieve Farmer
Ruth Richburg, Jacqueline King

A copy of it in the United States Mail, postage prepaid, on _____

Addressed to 108 N. Academy St. Kingstree, SC 294556.

Circuit Court 125 W. Main St
Kingstree SC 29556

Date August 27, 2025

LaSheila Mitchum Green
208 Madison Avenue
Kingstree, SC 29556

FILED

STATE OF SOUTH CAROLINA

2025 AUG 27 PM 4:54

Court of Common Pleas

Case # 2023-CP-45-344

#2024-CP-45-00436

Appellant Case # 2025-001183

COUNTY OF WILLIAMSBURG

DEITRA W. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

LaSheila Mitchum Green

Appellant

v.

Genevieve Farmer, Jaqueline King, Ruth Richburg

Respondent

MOTION TO ALTER OR

AMEND ORDER SETTING APPEAL

BOND or in ALTERNATIVE

RECONSIDERATION OF BOND

Date of Hearing

August 6, 2025

Presiding Judge

Clifton Newman

Appellant

Pro Se

Attorney for the Respondents

William Joseph Virgil Barr

Court Reporter

Julie Emerson

RECEIVED

AUG 29 2025

SC Court of Appeals

Appellant, LaSheila Mitchum Green, file this Motion to Alter or Amend Order Setting Appeal Bond or in the Alternative Reconsideration of Bond under Rule 59 SCRPC.

INTRODUCTION

The matter of setting an appeal Bond came before the Court of Common Pleas, in remand from the Court of Appeals, July 18, 2025, for the setting of a Bond to Stay Execution of an Ejectment based upon false and misleading information resulting in an Order Granting Injunctive Relief.

Appellant filed a: Motion to Stay Execution/Supersedeas filed August 5, 2025, A Motion to Reconsider filed August 5, 2025, Motion to Amend or Alter Order Granting Injunctive Relief under Rule 60(b) and/or Rule 3.3 hearing date May 29, 2025 filed August 4, 2025 and a Motion and Affidavit to Proceed in FORMA PAUPERIS filed July 29, 2025. (Page 1 of 1)

RECEIVED

SEP 03 2025

S.C. SUPREME COURT

FILED

2025 AUG 27 PM 4: 54

DEITRA M JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

Court of Common Pleas
Case # 2023-CP-45-344
#2024-CP-45-00436
Appellant Case # 2025-001183

FINDING OF FACTS

A Motion to Alter or Amend the Order under Rule 60(b) and/or Rule 3.3 for the Granting of Injunctive Relief July 1, 2025, was filed August 4, 2025. The Motion was mentioned at the hearing August 6, 2025 which was a mandate from the Court of Appeals. A Motion to Compel Ruling on Motion to Amend or in Alternative Clarify for Denial was filed August 27, 2025. The Information used to obtain the Ruling for Injunctive Relief was false and misleading. With great respect, if measures are not made to correct, the result will operate on one side of the law (*Yick Wo v. Hopkins (1886)*).

On August 4, 2025, during the hearing both sides presented arguments.

1. Appellant is not a tenant and referred to the fact that the Magistrate Court lacked Subject Matter Jurisdiction. The Answer claiming adverse possession and an Undertaken was submitted. Magistrate should have discontinued the case according to law. The Appeal Bond was a conspiracy to misrepresent me as a tenant. The Respondent (Plaintiff) submitted to the Magistrate they did not receive rent since 2002 which constitute the Statute of Limitation for adverse possession is ten years. When asked how much was the Bond? I express \$700, but it was a strain to come up with \$700 per month giving my financial situation. I submitted Form 405 but was denied. Verbal statement by Judge Newman, "Because the Court of Appeal's deny, I will deny."

2 & 3 According to the Order states "...until the case is heard in the Court of Common Pleas."

The hearing was May 29, 2028. which appeared to makes the month of June and July not included. After my stating that the \$700 per month caused financial hardship, it was ordered that I should pay a total of \$2,100 in a matter of days. (The Order states ten days after issue of order, still in less than a month.) Judge Newman asked the Respondent's Attorney, "What else do they want?" He responded, "Nothing...". Along with that statement and the fact and shown on form 405, the amount of the Bond is excessive for me and if not paid, may cause the dismissal of the appeal. I humbly ask to Amend or Alter Order or in Alternative a Reconsideration for the waive for conditions of the Bond and or the amount of the bond be reduced by 90%? (EXHIBIT B)

4, The Motion to waive of Cost and Fees should be granted (*Bobbie v. Connecticut 1971*).

he Appeal Bond remand was issued based upon the false and misleading information of to obtain the Order for Injunctive Relief and submitting to the Court of Appeals now failing to correct. According to Rule 241(d) explains that application for Supersedeas must be made in the lower court which entered he order on appeal.

5. The Trial Court was made to understand the amount was excessive. The question is is, does these actions represent or reflect the: Abuse of Power, Violation to the Fourteenth Amendment to bars me from exercising my Right to an Appeal, , Juridical Misconduct and/or Bias?

GROUNDS FOR BOND REDUCTION

I am a long time resident of Williamsburg County. I have been and am a positive pillar in the community and I attend church locally. I have initiated education programs for students, teach parenting classes in the public housing sector and have been a substitute teacher. In the past, my partnership included, Williamsburg County Government, Williamsburg County Technical College, local businesses, participated in an Intervention Program with the Solicitors office, Williamsburg County School District, the citizens and more. I have hosted the Christmas drive, collecting; food, clothes, furniture along with other needed items and distributing them to those in need. My family roots are here in Williamsburg County. A great deal of my life's worth has been invested in the property at 208 Madison Ave. Kingtree, SC. I have been and continue to do all maintenance, repairs, upkeep and replacements to the home. I shared with this Honorable Court that the \$700 per month that I paid form November 2024-May2025, along with the continuing of doing repairs is a financial hardship. I receive food stamps and is presently unemployed. I am not a flight risk nor am I and endangerment to the community. Again, the Defendants stated they don't want anything other than me out of the house. There is no money requested by the Defendants and there is no rent involved, as I am not a tenant. I am asking to for a reduction in the bond. Without this reduction or proceeding without a bond pending appeal, my status quo will not be preserved and unjustness will prevail.

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 deemed to have been held adversely.) (Section 15-57-250 "...when enclosed ... cultivated")*).

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 \$136,5000. 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 ejectment 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.

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. How could it be justice or fair that an injunction is granted for their failures? Your Honor, please note, I maintain and hold the adjoining property.

This Order was based upon the violations of my rights: I was not served a Rule to Vacate or Show Cause, I am misrepresented as if I am a tenant, During the hearing, when I object, the judge stated that I could not object, My claim to adverse possession is overlooked, The Statue of Limitation in civil matter is three years and ten years in adverse possession but is not applied or recognized, the acts of bias/unfairness, the knowingly making of false and misleading statement.

Court of Common Pleas
Case # 2023-CP-45-344
#2024-CP-45-00436
Appellant Case # 2025-001183

I humbly ask this court to timely consider this Motion to Alter or Amend Order setting Appeal bond or in Alternative Reconsideration of Bond.

Respectfully Submitted,



LaSheila Mitchum Green
208 Madison Ave.
Kingstree, SC 29556

FILED

2025 AUG 27 PM 4:55

BETTRA M. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

Court of Common Pleas
Case # 2023-CP-45-344
#2024-CP-45-00436
Appellant Case # 2025-001183

EXHIBIT A

FILED

2025 AUG 27 PM 4: 55

DETRA H. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

FILED

2025 AUG 27 PM 4: 55

DETRA H JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC
STATE OF SOUTH CAROLINA

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
DETRA H JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

FILED

DATE OF HEARING	May 29, 2025
PRESIDING JUDGE	Clifton Newman
APPLANT	Pro Se
ATTORNEY FOR RESPONDENT	Williams Joseph Virgil Barr
COURT REPORTER	Julie 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

FILED

2025 AUG 27 PM 4: 55

STATE OF SOUTH CAROLINA
CLERK OF COURT
WILLIAMSBURG COUNTY, SC
COUNTY OF WILLIAMSBURG

FILED

2025 AUG -5 PM 4: 25

DEITRA M JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

Court of Common Plea

Case # 2023- CP-45-344

Case #2023-CP-45-00436

LaSheila Mitchum Green
Plaintiff

MOTION TO RECONSIDER
Ex Parte Possession and Injunction

VS

Genevieve Farmer, Jacqueline King, Ruth Richburg
Defendants

I, LaSheila Mitchum Green, respectfully ask this Honorable Court to reconsider its order of May 29, 2025, granting Defendant's Motion for Ex Parte Possession of real Property and Temporary Injunction of Plaintiff from 208 Madison Avenue, Kingstree, SC 29556. This Motion was filed by the Defendants. This Motion was intertwined with an already established case on Appeal along with a Motion to Reconsider, which proved for a misinterpretation and misunderstanding even of the role of Plaintiff and Defendant.

There was sufficient evidence that supported not granting of the Motion for Ex Parte Possession, Temporary Injunction and Ejectment.

Defendants failed to produce any incident directed to them from the Plaintiff
Plaintiff holds and maintains he property adjoined to 208 Madison Avenue
Defendants admitted to not doing maintenance, repairs, replacements or upkeep to the property
Defendants admitted to NO contact from 2005-2016 (Abandonment) (It was 2004-2019)
Defendants admitted to not ensuring/providing/access essentials (running water for 10 years heat for 24 years) Violation of the Landlord Tenant Act

Defendants testify they entered the dwellings in 2019 without permission (Not to do repairs and not an emergency)

Defendant's testimony varied from 2023

Defendants were contacted by Zoning in October 2024 as they are Owner of Records, concerning health and safety issues. Plaintiff was under a Rent Bond to stay.

Defendants' Motion state that the Zoning Ordinance lead to Motion (Retaliation)
Defendants failed to comply with Zoning Ordinance to permitting them to enter the property
Defendants failed to contact when they would drive by and see kids playing in the yard but did not stop to contact me or to do repair but did see the paint peeling from the windows

Defendants could have made contact as I hand delivered Rent Bond payment to Attorney
Defendants deny invitation of the Plaintiff to enter the property as they place her in a hotel
Defendants failed to show legal basis

FILED

2025 AUG 27 PM 4:55

DETRA M JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY

STATE OF SOUTH CAROLINA

FILED

2025 AUG -5 PM 4:25

DETRA M JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

COURT OF COMMON PLEAS

Case # 2023-CP-45-344

2024-CP-45-00436

LaSheila Mitchum Green

Plaintiff

NOTICE OF MOTION

AND

MOTION OF

Genevieve Farmer, Jacqueline King
Ruth Richburg

Defendants

WRIT OF SUPERSEDEAS

Appellant, LaSheila Mitchum Green, respectfully petition this Honorable Court for a Writ of Supersedeas. Seeking stay of enforcement of the judgement/Order for the Injunction/Ejectment entered by the Court of Common Pleas, on July 1, 2025 (Verbal Order May 29, 2025), pending appeal pursuant Rule 241(d).

The Williamsburg County Magistrate Court Lacked Jurisdiction and was contested, when the action was brought before the court September 15, 2023. The Answer claiming adverse possession and an Undertaken were submitted in response for the Summons for a Rule to Vacate or Show Cause for an Ejectment.

The Motion filed for Ex Parte Possession of Real Property, Temporary Injunction, or, in the Alternative, Emergency Hearing. The role of the Plaintiff and the Defendant were misrepresented. The Defendants received a Zoning Ordinance Violation notice from the Town of Kingstree, dated October 30, 2024. This Motion is a retaliation to that notice. The Motion was based upon a false and out dated information. The Property was never condemned. The issues that caused concerns for unfit for habitation were corrected in December 2024. The Defendants were made aware of the corrections. Repairs cited to the Defendants were made and are in process of being made by Ms. Green. The Emergency was filed six months after the notice.

FILED



SOUTH CAROLINA JUDICIAL BRANCH

2025 AUG 27 PM 4:56

STATE OF SOUTH CAROLINA DEBRA M JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

COUNTY OF WILLIAMSBURG

LaSheila Mitchum Green
Plaintiff,

Genevieve Farmer vs.
Jacqueline King Ruth Richberg
Defendant.

IN THE Court of Common Pleas

3 JUDICIAL CIRCUIT

MOTION AND AFFIDAVIT TO
PROCEED IN FORMA PAUPERIS

2023-CP-45-344
2024-CP-45-00436
FILE NO.

Motion for Waiver of Costs and Fees

I, LaSheila Green, am unable to pay the costs of filing and service in the present matter and request that the court waive the costs and allow me to proceed *in forma pauperis*.

Plaintiff submits the following financial declaration and affidavit in support of the above motion.

Address 208 Madison Ave. Kingstree SC 29554
Age 62
Occupation Unemployed
Employer /
Employer Address /

<u>Gross Monthly Income</u>	<u>Amount:</u>
1) Earnings (attach recent pay stubs)	<u>0</u>
2) Overtime	<u>0</u>
3) Social Security, VA Benefits, Workers' Comp or Disability (SSI)	<u>0</u>
4) Unemployment	<u>0</u>
5) Alimony / Child Support (receiving)	<u>0</u>
6) Other (Specify) <u>Gift \$700 - \$1,000</u>	<u>800</u>
Total Amount (Add lines 1-6):	\$800

<u>Assets</u>	<u>Amount:</u>
1) Cash	<u>200</u>
2) Money in Bank Accounts (Checking & Savings)	<u>0</u>
3) IRA / 401k / Pensions	<u>0</u>
4) Other (Specify) _____	<u>0</u>
Total Amount (Add lines 1-4):	\$200

2025 JUL 29 PM 3:42
DEBRA M JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

FILED

Court of Common Pleas
Case # 2023-CP-45-344
#2024-CP-45-00436
Appellant Case # 2025-001183

FILED

2025 AUG 27 PM 4:56

DEBRA N. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

EXHIBIT B

COPY

(2023CV4510100528 Magistrate Court)
(2024CP4500436 Circuit Court)

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA
COUNTY OF Williamsburg

MAGISTRATE'S COURT

Genevieve Farmer, Jacqueline King, Ruth Richburg

LANDLORD(S)

BOND TO STAY EXECUTION
ON APPEAL

VS.

LaSheila Mitchum-Green

TENANT(S)

DETRA M. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC
2025 AUG 27 PM 4:56

FILED

TO: Circuit Court

Now comes the Tenant(s) in the above entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on August 8, 2023, by the Magistrate. Tenant has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to pay rent in the amount of \$700 per month, due on the 1st of each month, beginning November 1, 2024. Payments are to be made by cash, cashier's check or money order to Attorney William Virgil Barr, located at 106 North Academy Street, Kingstree, South Carolina 29556.

Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Dated on: October 31, 2024

Did not sign.
Tenant(s)

Upon execution of the above bond, execution on the Judgment of Ejectment is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment 700 within five (5) days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s).

Dated on: October 31, 2024


JUDGE Randy Brice Foxworth

24 NOV -4 P 4:10

WILLIAMSBURG COUNTY
MAGISTRATE OFFICE

DETRA M. JOHNSON
CLERK OF COURT
2025 MAR 21 PM 04:23

FILED

RECEIVED

SEP 03 2025

S.C. SUPREME COURT

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM WILLIAMSBURG COUNTY

COURT of COMMON PLEAS

Clifton Newman Circuit Court Judge

Case No. 2023-CP-45-344

2024-CP-45-00436

Appellant Case #2025-001183

LaSheila Mithum Green

Appellant

Genevieve Farmer, Jacquelyn King, Ruth Richburg

Respondent

DELTRA H. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

2025 AUG 27 PM 4:55

FILED

PROOF OF SERVICE

I CERTIFY THAT I HAVE SERVED THE Motion to Alter or Amend
In Alternative Clarification for ON Genevieve Farmer
Ruth Richburg, Jacqueline King Denia

A copy of it in the United States Mail, postage prepaid, on _____

Addressed to 108 N. Academy St. Kingstree, SC 294556.

Circuit Court 125 W. Main St
Kingstree, SC 29556

Date August 27, 2025

LaSheila Mitchum Green
208 Madison Avenue
Kingstree, SC 29556

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FOM WILLIMASBURG COUNTY

Court of Common Pleas

Clifton Newman Circuit Court Judge

Case # 2023-CP-45-344
#2024-CP-45-00436
Appellate Case# 2025-001183

RECEIVED

AUG 28 2025

SC Court of Appeals

MOTION FOR WRIT OF SUPERDSEDEASE

Appellant LaSheila Mithcum Green, humbly ask this Honorable Court for a WRIT OF SUPERSEDEAS under Rule 241(d) SCACR and a review of the Order. The hearing for an Appeal Bond for an Appeal of an Ejectment, Motion to Reconsider an Appeal Withdrawal and an added Motion for Ex Parte Possession of Real Property, Temporary Injunction, Or in Alternative Emergency Hearing resulting in and Injunctive Relief was remanded, by the South Carolina Court of Appeal for a setting of an appeal bond. The hearing was held August 6, 2025. (EXHIBIT A)

INTRODUCTION

The matter for Injunctive Relief was before the court May 29, 2025. The filing for the Motion for an Injunction identified the Respondents as they were the Defendants not the Plaintiffs (*Globe and Rutgers Fire Insurance Company v. the Director General of Railroads*). This error was misleading in the role of them as Plaintiffs not Defendants and may be misleading in other action such as the Plaintiff has one action to recover possession (*Title 15 Chapter 67 Article 1 Section 15-67-20...Plaintiff in action for recovery or real property or the recovery of possession of real property, is limited to one...*). The Injunction was granted upon false and

(1)

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SEP 03 2025

S.C. SUPREME COURT

misleading information. I am not a tenant, I claim adverse possession. The Town of Kingstree never condemned the property at 208 Madison Avenue, Kingstree, SC 29556. The issues cited to the owners of record concerning health and safety were corrected by me, the Appellant. The Respondents were made aware of this in December 2024. A Motion to Amend or Alter Order for Injunction was filed. A Motion to Compel a Ruling or in Alternative Clarity for Denial was filed August 27, 2025 and a Motion to Alter or Amend or in Alternative a Reconsideration of Bond. Among the misleading information is that I am a tenant.

In 2001, I and my four children moved into 208 Madison Avenue, Kingstree, SC 29556. We rented the downstairs and started out with repair and deduct but soon the overall upkeep of the home became more than the rent. In 2002, I informed the Respondents that we had no working toilet or heat. They responded two weeks later, by letter, but did no repairs, maintenance, replacement or upkeep. There was no communication from 2004-2019, they abandoned the property which supports the exclusive aspect. In 2006, after the storm, an awful smell was in the home. Upon investigating upstairs, the roof leaked and there were wet mattresses, old clothes and other items that we had to remove along with cleaning of mold/mildew. I had the roof repaired and we started using upstairs, which initiated the hostile and open aspect of adverse possession. I have lived in continuous possession, actual, open, hostile and exclusive from 2002-2019. The filing of the ejectment against me, in 2023, supports my continuous and actual possession. The property has been enclosed, cultivated and no trespassing signs are posted for over fifteen years.

FACTUAL AND PROCEDURAL BACKGROUND

August 14, 2023, there was a WRIT OF EJECTMENT posted on my door. No Rule to Vacate or Show Cause, I appealed. Retired Magistrate Judge Williams must have agreed that I

did not receive a Rule to Vacate or Show Cause by issuing me a Summons for a Rule to Vacate or Show Cause for September 15, 2023 cancelling the WRIT OF EJECTMENT. The Respondents submitted to the Magistrate that they did not receive rent since 2002. I submitted my Answer claiming adverse possession with an Undertaken. At the hearing, September 15, not 2023, Judge Foxworth was on the bench. When given the opportunity to speak, I stated that I had contact with the Respondents (Plaintiffs) from 2004-2019. They did not repairs, maintenance, replacements or upkeep and I claim adverse possession and contest the jurisdiction of this court. He proceeded and ended with a verbal order to Vacate. I appealed. September 22, 2023, Judge Foxworth vacated his Order to Vacate which cancelled the verbal order to Vacate.

September 16, 2024 the hearing for the appeal. With both appeals in front of me, I referred to the Order for Judge Foxworth vacating his order and Withdrew my appeal. It was a mistake.

October 16, 2024 there was a WRIT OF EJECTMENT posted to my door, no Rule to Vacate or Show Cause. I filed a Motion to cancel the Writ of Ejectment. It was denied, given reason, by Judge Foxworth, he referred back to the original Writ of Ejectment by Judge Williams. I filed a Motion to cancel the Eviction, denied. I filed a Motion to Dismiss the Entire Case for Lack of Subject Matter Jurisdiction, no Rule. I appealed the ejectment.

October 31, 2024, hearing to set Rent Bond to stay. I submitted my Answer claiming adverse possession and an Undertaken. The Rent Bond was/is a conspiracy to misrepresent me as a tenant. At the beginning of the hearing, Judge Foxworth, referred to the Motion to Dismiss but did not Rule. Prior to the hearing, I contacted the Court Administration. Per the instructions, when given the chance to speak, I presented a change of venue because this case was not about rent. Judge Foxworth consulted with the Respondents (Plaintiff's) Attorney should the Affidavit for a Change of Venue be accepted? He replied. "It's too late." It was not

accepted. I further explained that the house has no heat provided by the Plaintiffs and it was never about rent. The Respondents used Zillow to calculate amount of the rent Bond asking \$1,200 to \$2,400 per month. The Judge set it at \$700. Zillow also calculated how much the average home owner spends per month on repairs, maintenance, upkeep and replacement of \$1,080 per month X 12 months X 22 years plus yard care \$35 per week X 52 weeks X 22 years total \$325,160 of the Respondent's unjust enrichment. The noncompliance of the Town of Kingstree Zoning Violation is fined at \$500 per day 273 days total \$136,500. (Exhibit B).

APPELLANT WILL FACE IRREPARABLE HARM

"The sole purpose of an injunction is to preserve the status to avoid potential irreparable injury to the aggrieved party pending litigation". The Town of Kingstree was called by the Appellant prior to the beginning of repairs. Proper actions were discussed, taken and Ms. Green was provided clearance to issues from the Town of Kingstree Zoning (Exhibit C). The aggrieved party abandoned the property for over twenty years and when received notice waited seven months later to submit a Motion for an Injunction.

The Appellant has maintained the property for over twenty years, exemplified ownership by doing repairs, maintenance, upkeep, replacements enclosing and cultivating. Most of my life and life's worth is invested into the property. An Injunction or Ejectment on the record of the Appellant will decrease or eliminate future home rental, accessing Senior Living, other house and/or credit options. These actions have decreased my joy of life and interrupted life living after almost twenty-four years, (June 2001- August 2025), of exclusive living at 208 Madison

Avenue, Kingstree, SC. The emotional distress of having to potentially relocate pending Appeal has and will induce more financial hardship. The Supersedeas of the Bond to Stay of \$700 pending Appeal, Waive of Condition for a Bond and/or a 90% reduction of the Bond is needed to preserve the status quo of the Appellant. The Appellant is already experiencing financial hardship. (EXHIBIT D)

GROUND^s FOR WAIVE OF THE BOND or REDUCTION

When raised in my defense that the Respondents (Plaintiffs) did no repairs, maintenance, upkeep or replacement and I claim adverse possession along with my Answer and Undertaken, Magistrate Lacked Subject Matter Jurisdiction and the case should have been discontinued (*Title 22 Chapter 2 Article 11 Section 22-3-1130 "delivery of undertaken..." (Title 22 Chapter 3 Article 11 Section 22-3-1110 Answer showing ...question of title..."*). Leading to the one action of Plaintiff to recover possession of real property (*Title 15 Chapter 67 Article 1 Section 15-67-20*) by the vacated Order to Vacate September 15, 2023.

The error in the filing of the Motion for Injunction, misrepresented the Plaintiffs as Defendant which was misleading to their role as plaintiffs.

The respondents stated they did not receive rent since 2002. I am misrepresented as a tenant, I claim adverse possession. Pertaining to the Landlord Tenant, the Statute of Limitation for adverse possession is ten years. (*Title 15, chapter 67 Article 3 Section 15-67-260 "whenever the relation of landlord and tenant shall have existed...ten years after the refusal to pay rent."*) The application for ejectment was filed twenty-one years after the action of refusal to pay rent

There was no rent (*Title 27 Chapter 37 Section 27-37-150 "After the commencement of the*

ejection process by the issuance of the Rule to Vacate or to Show Cause...rent continues to accrue at the same rate so long as the tenant remains in possession of the premises at the rate as prevailed immediately prior to the issuance of the Rule to Vacate or Show Cause.”).

Respondents has failed to do maintenance, repairs, upkeep and replacements prior to the point of adverse possession (*Title 27 Chapter 40 Article 3 Section 27-40-440 (2a) “...Landlord shall make all repairs.”*) At the hearing May 29, 2025, the Respondents admitted to not assuring access to running water for ten years or heat. The Respondents used the word hostile. I did not grant permission to be on the property (“*Ouster*” is the actual turning out or keeping excluded a party entitled to possession of any real property. *Grant v. Grant, 288 S.C. 86, 340 S.E. 2d 7911 (Ct. app 1986.*”) (*Lynch v. Lynch 236 S.C. 612, 623, 115 S.E.2d 301, 306 (1960)*) Testified that I was hostile, they abandoned the property. The witness testified that he often passed by saw the kids playing in the yard but never stopped. In cross examination the confirmed the letter stating I did not get permission to make changes in the back yard dated October 19, 2-29, instructing me to tear down the fence. (EXHIBIT E) (*Title 15 Chapter 67 Article 3 Section 16-67-240 “What constitute adverse possession...not under written instrument or court order or decree. When it shall appear that the has been actual continued occupation of premises under a claim of title, exclusive of any other right but not found upon written instrument or judgement or decree. The premises so actual occupied, and no other shall be deemed to have been held adversely.)* (Section 15-67-250 “...when enclosed...cultivated”)

During the hearing on May 29, 2025, the Respondent’s Attorney asked the witness, “What do you want the court to do? I said, “I object.” Judge Newman said, “You can’t object. I will

allow it, what do you want the court to do?" The Statue of Limitation for civil matters is three years and the Statue of Limitation for adverse possession is ten. Both were mention along with the submitted Declaration based upon Adverse Possession but were overlooked.

The Bond to Stay of \$700 was paid as the Order state to the case is heard in the Court of Common Pleas. (EXHIBIT E)

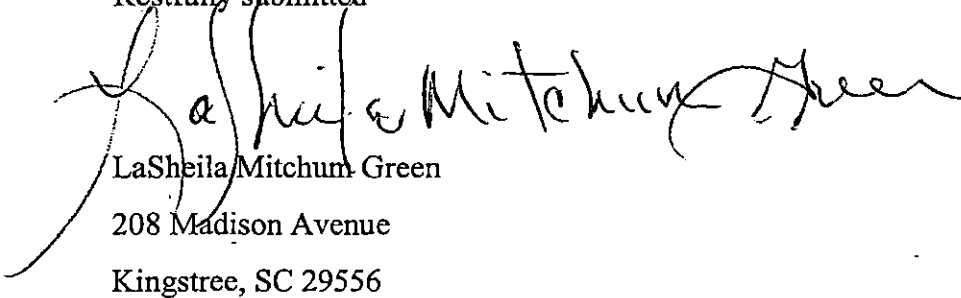
No money is required of the Respondents. If the bond remains at present the Appellant will lose the opportunity to be heard on appeal (*Bobbie v. Connecticut 1971*).

Written within the content of the Motion for Injunction, Plaintiff (Appellant) previously was a renter of said property located at 208 Madison Avenue, Kingtree, SC 29556. If measures are not made to address and correct misleading, misrepresentation and errors, the proceeding will continue on one side of the law (*Yick Wo v. Hopkins (1886)*).

With great respect, the question that is questioned does actual bias, Violation of Right to be heard, Violation of Due Process, Lack of Application of Law and/or Abuse of Discretion have occurred?

Thanks to this Honorable Court for the consideration of a Supersedeas.

Restfully submitted



LaSheila Mitchum Green
208 Madison Avenue
Kingtree, SC 29556

EXHIBIT A

STATE OF SOUTH CAROLINA)
)
 COUNTY OF WILLIAMSBURG)
)
 LaSheila Mitchum Green)
)
 Appellant)
)
 VS.)
)
 Genevieve Farmer, Jacqueline King, Ruth)
 Richburg)
 Respondents)
)

COURT OF COMMON PLEAS
 CASE # 2023-CP-45-344

ORDER SETTING
 APPEAL BOND
 RECEIVED

AUG 28 2025

SC Court of Appeals

This matter came before the me on August 6, 2025, on remand from the Court of Appeals for consideration of an appeal bond. Present before the Court were the Appellant, who appeared Pro Se, and the Counsel for the Respondents.

Appellant filed a Motion to Stay and Notice of Appeal of an order issued by me on July 1, 2025, granting injunctive relief and ordering her to vacate the premises within twenty-one (21) days of the issuance of the order. Appellant also filed in Circuit Court a Motion for Waiver of Costs and Fees on July 29, 2025, and a Motion to Reconsider on August 5, 2025.

During the hearing, both sides presented arguments. Having heard the arguments of the parties, I find that:

1. Appellant should be required to pay the landlord the sum of seven hundred dollars (\$700) per month during the pendency of the appeal.
2. Appellant did not pay the required rent bond of seven hundred dollars (\$700) for June and July 2025 as previously set by the magistrate. The Appellant should be required to pay one thousand four hundred (\$1,400) for June and July 2025 within ten (10) days of the issuance of this order.
3. Appellant should be required to pay seven hundred dollars (\$700) for August 2025 within ten (10) days of the issuance of this order. Beginning September 2025, Appellant should pay seven hundred dollars (\$700) on the tenth (10th) day of each month during the pendency of the appeal.
4. As this matter is now on appeal, the Motion for Waiver of Cost and Fees and Motion to Reconsider are not timely and should be denied.

5. Failure to make any of required payments will result in dismissal of the appeal and ejection of the appellant in accordance with the law and the remand order of the Court of Appeals.

It is therefore ordered; Appellant shall pay the required amount of seven hundred dollars (\$700) for June and July 2025 totaling of one thousand four hundred (\$1,400) within ten (10) days of the issuance of this order. Appellant shall pay seven hundred dollars (\$700) for August 2025 within ten (10) days of the issuance of this order and seven hundred dollars (\$700) by the tenth (10th) day of September and each month thereafter. Failure to pay shall result in dismissal of the appeal. The motion for Waiver of Cost and Fees and Motion to Reconsider are denied.

AND IT IS SO ORDERED.

Clifton Newman

Presiding Judge

This 15 day of August 2025

Columbia, South Carolina



Williamsburg Common Pleas

Case Caption: Lesheila M Green VS Genevieve Farmer , defendant, et al
Case Number: 2023CP4500344
Type: Order/Other

So Ordered

s/ Clifton B. Newman, 2127

Electronically signed on 2025-08-15 17:20:51 page 3 of 3

EXHIBIT B

Genevieve M. Farmer
2113 Lyndhurst Drive
Raleigh, NC 27610

October 29, 2019

Ms. LaSheila M. Green
208 Madison Avenue
Kingstree, SC 29556

Dear Ms. Green:

My sister and I were disappointed that we were not able to have you present with us when we went to Kingstree on Friday, October 11, 2019. I have not tried to call you since we talked by phone on October 11th to see that you have unblocked my phone number, but it is of utmost importance that I can call you when needed.

As my letter of October 8, 2019 stated, in order for our current insurance company to continue to serve us, we are required to maintain our property at 208 Madison Avenue as specified by them. We were pleased that you had removed the branches from the yard and raked.

Listed below are things we are requesting and requiring of you.

REMOVE FROM THE PROPERTY THE FOLLOWING:

1. The refrigerator and other trash from the back patio.
2. The trash from the side porch (screened porch).
3. The wood "fences" that surround the property, especially on the right side that face the house.
4. The trash and other things on the back yard, including beyond the divider you have placed in front of the building that is really a garage.
5. The trash from inside and outside of the building (garage) which is behind the house.
6. The boards from the windows on the back of the house.
7. The wreath on the house – front wall.
8. The trash from the yard next to the house (left side facing the house).

There is trash on the side of the house that faces the road. If you placed the trash there, it should be moved.

**THE DEADLINE FOR YOU TO DO THE ABOVE LISTED THINGS IS WEDNESDAY,
NOVEMBER 13, 2019.**

The air conditioner appears to not be in use. Is it working? This brings to our mind to ask about the furnace, too. Is the furnace working? **YOU CANNOT USE SPACE HEATERS IN THE HOUSE.**

We were really SURPRISED to see the grass from the back yard removed and replaced with bricks and rock. You did not request making that change to the yard.

We are having several things done for upkeep and maintenance of the house: reroofing, rescreening the side porch, removing the patio top, cutting branches off certain trees, cutting down certain trees, power washing the house, etc. We will notify you when the work is to begin.

Yours truly,
Genevieve M. Farmer *gpf*

EXHIBIT C

COPY

12-16-2024

FILED
2025MAY21 PM0422
DETRA M. JOHNSON
CLERK OF COURT
KINGSTREE, SC



DETRA M. JOHNSON
12-16-2024

Dear Homeowner/Tenant,

I was requested by Ms. Green to visit your property on December 16, 2024, to assess the corrective actions taken regarding the violations cited on November 19, 2024.

As of December 16, 2024, you have successfully addressed the following:

1. **Town of Kingstree Ordinance - Unfit, Unsafe, and Dilapidated Structure:** The property now has access to water, resolving this issue.
2. **The Town of Kingstree Ordinance 92 - Health and Sanitation:** All items have been removed from the front and side yards, ensuring compliance.
3. **2021 IPMC Structure unfit for human occupancy 111.1.3 Structure unfit for Human occupancy**

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Thank you for your cooperation in resolving these matters.

Sincerely,

Robbie Epps
Code Enforcement Officer
Town of Kingstree
401 N Longstreet St
Kingstree, SC 29556
843.355.8152 Office
843.356.9110 Cell

24 DEC 18 P2:46

VILLAGE OF KINGSTREE
CLERK OF COURT

FILED

STATE OF SOUTH CAROLINA

2023-CP-45-00344

2023 SEP 15 AM 11:24

COUNTY OF WILLIAMSBURG

CIVIL CASE NUMBER

SHARON W. STAGGERS
CLERK OF COURT
KINGSTREE, S.C.

Genevieve Farmer
2113 Lyndhurst Drive
Raleigh, NC 27810

Jacqueline King
2113 Lyndhurst Drive
Raleigh, NC 27810

Ruth Richburg
2113 Lyndhurst Drive
Raleigh, NC 27810

PLAINTIFF

Vs

LaSheila Mitchum Green
208 Madison Ave.
Kingstree, SC 29556

DEFENDANT

FILED
2023 DEC 13 AM 10:05
SHARON W. STAGGERS
CLERK OF COURT
KINGSTREE, S.C.

Request for Appeal

Because the Judge lack Jurisdiction, I raised in my defense, of the law stated on the Undertaken. The judge should not have heard the case.

This case was heard by Judge Foxworth on Sept 13, 2023.

Rashida Green
Signature

Sept. 15, 2023
Date

FILED
2025 MAY 21 PM 04:30
DETRA M. JOHNSON
CLERK OF COURT
KINGSTREE, SC

EXHIBIT E

COPY

(2023CV4510100528 Magistrate Court)
(2024CP4500436 Circuit Court)

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA
COUNTY OF Williamsburg

MAGISTRATE'S COURT

Genevieve Farmer, Jacqueline King, Ruth Richburg

LANDLORD(S)

BOND TO STAY EXECUTION
ON APPEAL

VS.

LaSheila Mitchum-Green

TENANT(S)

TO: Circuit Court

Now comes the Tenant(s) in the above entitled action and respectfully shows the Court that a Judgment of Execution was issued against the Tenant(s) and for the Landlord on August 8, 2023, by the Magistrate. Tenant has appealed the Judgment to the Circuit Court.

Pursuant to the findings of the Magistrate, the Tenant(s) is obligated to **pay rent in the amount of \$700 per month, due on the 1st of each month, beginning November 1, 2024. Payments are to be made by cash, cashier's check or money order to Attorney William Virgil Barr, located at 106 North Academy Street, Kingstree, South Carolina 29556**.

Tenant(s) hereby undertakes to pay the periodic rent hereinafter due according to the aforesaid findings of the Court and moves the Circuit Court to stay execution on the Judgment for Ejectment until this matter is heard on appeal and decided by the Circuit Court.

Dated on: October 31, 2024

Did not sign.
Tenant(s)

Upon execution of the above bond, execution on the Judgment of Ejectment is hereby stayed until the action is heard on appeal and decided by the Circuit Court. If Tenant(s) fails to make any rental payment 700 within five (5) days of the due date, upon application of the Landlord, the stay of execution shall dissolve, the appeal by the Tenant(s) to the Circuit Court on issues dealing with possession must be dismissed and the Sheriff may dispossess the Tenant(s).

Dated on: October 31, 2024

FILED
2025MAY21 PM0422
DETRA M. JOHNSON
CLERK OF COURT
KINGSTREE, SC

24 NOV -4 P4:10

WILLIAMSBURG COUNTY
MAGISTRATE OFFICE

[Signature]
JUDGE Randy Brice Foxworth

EXHIBIT D



STATE OF SOUTH CAROLINA

COUNTY OF ~~Williamsburg~~ Williamsburg

La Sheila Mitchum Green
Plaintiff,

Genevieve Farmer vs.
Jacqueline King Ruth Richburg
Defendant.

IN THE Court of Common Pleas

3 JUDICIAL CIRCUIT

MOTION AND AFFIDAVIT TO
PROCEED IN FORMA PAUPERIS

2023-CP-45-344

FILE NO. 2024-CP-45-00436

Motion for Waiver of Costs and Fees

I, La Sheila Green, am unable to pay the costs of filing and service in the present matter and request that the court waive the costs and allow me to proceed *in forma pauperis*.

Plaintiff submits the following financial declaration and affidavit in support of the above motion.

Address 208 Madison Ave. Kingstree SC 29556
Age 62
Occupation Unemployed
Employer /
Employer Address /

Gross Monthly Income

- 1) Earnings (attach recent pay stubs)
 - 2) Overtime
 - 3) Social Security, VA Benefits, Workers' Comp or Disability (SSI)
 - 4) Unemployment
 - 5) Alimony / Child Support (receiving)
 - 6) Other (Specify) Gift \$1,000 - \$1,000
- Total Amount (Add lines 1-6):**

Amount:

0

0

0

0

0

800

\$ 800

Assets

- 1) Cash
 - 2) Money in Bank Accounts (Checking & Savings)
 - 3) IRA / 401k / Pensions
 - 4) Other (Specify) _____
- Total Amount (Add lines 1-4):**

Amount:

200

0

0

0

\$ 200

2025 JUL 29 PM 3:42
 DEBRA M. JOHNSON
 CLERK OF COURT
 WILLIAMSBURG COUNTY, SC

FILED



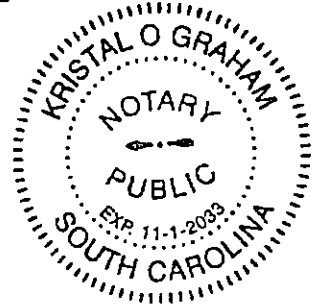
SOUTH CAROLINA
JUDICIAL BRANCH

<u>Monthly Expenses</u>		Amount
1)	Rent / Mortgage (maintenance, repairs, etc)	\$200
2)	Utilities (Average)	\$125
3)	Cell phone / Phone	\$39
4)	Food (Receive EBT)	0
5)	Child Support / Alimony (Paying)	0
6)	Child Care	0
7)	Car Payment	0
8)	Car Operating Expenses (Insurance, gas, maintenance)	\$150
9)	Clothing (washing, etc)	\$50
10)	Cable / Satellite TV / Internet	0
11)	Medical / Dental / Vision Expenses	\$200
12)	Medical / Dental / Vision Insurance	0
13)	Credit Card / Loan Payments (Repay For Rent Bond)	\$100
14)	Other (Specify) _____	0
Total Amount (Add lines 1-14):		\$864

Sworn to before me this 29th day
Of July, 2025

Kristal O. Graham
Notary Public for South Carolina
My Commission Expires: 11/1/2033

Shirley Mitchem
Signature of Plaintiff



FILED
2025 JUL 29 PM 3:42
DEPT. OF COURT
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

11:58:54 Tuesday, July 29, 2025

* INFO * MORE PAGES EXIST

FSIH

FOOD STAMP ISSUANCE HISTORY

072925 11:58

LISA C

CASE NAME: GREEN, LASHEILA M

CASE NUMBER: 00551

PROGRAM STATUS: FR

DENIAL/CLOSURE REASON: MR

DOC NUMBER	REPL NUMBER	ISSUED DATE	BENE MONTH	AMT	BENE TYPE	DEL MTD	ISS TYPE	RET AMT	DOC STAT	STATUS DATE	STAT RSN
8578125975		071325	0725	272	RE	E	OR		IS	063025	
8577847046		061325	0625	272	RE	E	OR		IS	053025	
8577570920		051325	0525	272	RE	E	OR		IS	043025	
8577274175		041325	0425	272	RE	E	OR		IS	033125	
8577216572		031325	0325	272	RE	E	OR		IS	022825	
8576969269		021925	0225	155	RE	E	OR		IS	021825	
8576441328		011325	0125	272	RE	E	OR		IS	123124	
8576155391		121324	1224	272	RE	E	OR		IS	112724	
8575750285		111324	1124	272	RE	E	OR		IS	103124	
8575516748		101324	1024	272	RE	E	OR		IS	093024	
8575262597		091824	0924	265	RE	E	OR		IS	091724	
8575262593		091824	0824	265	RE	E	OR		IS	091724	
8574426323		071324	0724	265	RE	E	OR		IS	062824	
8574160753		061324	0624	265	RE	E	OR		IS	053124	

NEXT-->

WILLIAMSBURG CO. D.S.S.
P.O. DRAWER 369
KINGSTREE S.C. 29555

2025 JUL 29 PM 3:42
DENITA L. JENSEN
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

FILED

RECEIVED

SEP 03 2025

STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

S.C. SUPREME COURT

APPEAL FROM WILLIAMSBURG COUNTY

COURT of COMMON PLEAS

Clifton Newman Circuit Court Judge

Case No. 2023-CP-45-344

2024-CP-45-00436

Appellant Case #2025-001183

RECEIVED

AUG 28 2025

SC Court of Appeals

LaSheila Mithum Green

Appellant

Genevieve Farmer, Jacquelyn King, Ruth Richburg

Respondent

PROOF OF SERVICE

I CERTIFY THAT I HAVE SERVED THE Motion For writ of
Supercedas ON Genevieve Farmer
Ruth Richburg, Jacqueline King

A copy of it in the United States Mail, postage prepaid, on

August 28, 2025

Addressed to 108 N. Academy St. Kingtree, SC 294556.

Date

August 28, 2025

LaSheila Mitchum Green
208 Madison Avenue
Kingtree, SC 29556

THE STATE OF SOUTH CAROLINA
COURT OF APPEALS

RECEIVED

SEP 03 2025

S.C. SUPREME COURT

APPEAL FROM WILLIAMSBURG COUNTY

Court of Common Pleas

Judge Clifton Newman Circuit Court Judge

Case # 2023-CP-45-344

2024-CP-45-00436

Appellant Case # 2025-001183

RECEIVED

AUG 29 2025

SC Court of Appeals

RESPONSE TO
MOTION TO DISMISS APPEAL FOR FAILURE TO COMPLY WITH
BOND ORDER

Appellant respectfully ask this Honorable Court to dismiss Motion to Dismiss Appeal. At the Bond hearing it was expressed that the bond was set too high as well as the Circuit Court view of my financial situation based on the Form 405 for which judge Newman stated, "Because the Court of Appeals deny, I will deny." If the bond causes my appeal to be dismiss, is this a violation of my Constitutional Right to an Appeal or Due Process?

1. The Appeal bond is too high or excessive given the bases of the case. I am not a tenant and is verified by the Respondents written Motion for Ex Parte Possession, Injunction and or in Alternative Emergency Hearing, the by the undersigned counsel, Williams Joseph Virgil Barr. The Respondents submitted to the Magistrate they did not receive rent from 2002-2025. The ten years Statute of Limitation for adverse possession is entitled to recognition (*Title 15 Chapter 67 Article 3 Section 15-67-260 "Whenever the relation of landlord and tenant shall have existed...ten years after the refusal to pay rent).* A

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SC Court of Appeals

Case # 2023-CP-45-344
2024-CP-45-00436
Appellant Case # 2025-001183

Motion to Alter or Amend Order which was filed August 4, 2025 and a Compel to Rule, filed August 27, 2025. Because the Motions were not addressed/ruled, the Order For Setting Bond is also Motioned for Amendment or Alteration.

2. I have lived at 208 Madison Ave. Kingstree, SC for the past over twenty-four years. I have volunteer with the Red Cross, teach as a Substitute Teacher, I attend church locally, I have facilitated parenting classes in the public housing sector of Kingstree. In the past developed partnerships with the local businesses for educational enrichment for the students of Williamsburg County, am not a flight risk I am not an endangerment to the community. I have been performing all maintenance, repairs, upkeep and replacement to the home. I ask for a 90% reduction of the bond or the waive of conditions for a bond.

3. Title 27 Chapter 37 Article 1 Section 27-37-150 *"After the commencement of the ejectment process by the issuance of the Rule to Vacate or Show Cause...rent continues to accrue at the same rate so long as the tenant remains in possession of the premises at the rate as prevailed immediately prior to the issuance of the Rule to Bac or Show Cause."*

There was no rent. The filing of a Supersedeas was on August 7, 2025. The delay in receiving this Motion, and the Order from the Court of Appeals was August 29, 2025. (S C. Code Ann 800(f)(1)(2007) "Upon appeal...the to the court of Appeals. Is sufficient to stay execution of a judgement for ejectment that the tenant signs an undertaking that he will pay to the landlord the amount of rent, determine by order of the judge of the circuit court as it becomes due periodically after the judgement was entered.") No undertaken.

It was also discussed, I did not receive a Rule to Vacate or Show Cause, July 2023 or October 16, 2024. When Answer claiming adverse possession with the Undertaken was submitted to the Magistrate in 2023, the Magistrate Lacked Subject Matter Jurisdiction.

4. The Court Order for Injunctive Relief was based upon outdated information and false Statements. This Injunction was a Retaliatory action. I called the Town of Kingstree Zoning prior to the starting of repairs, October 2024. The Zoning contacted the owners of Recorder (the Respondents) concerning health and safety. The Appellant corrected these matter December of 2024. The Motion for Emergency Injunction was file April 2025. This information before the Circuit Court which operated in Judicial bias and devaluing the evidence presented.

WHEREFORE, Appellant respectfully ask this Honorable Court not to dismiss the appeal. Dismissing of the Appeal will cause irreparable harm to the Appellant. I did not file the Injunction against myself. The roles of the Plaintiffs were listed as the Defendants. With prejudice would, again, produce an error in identification.

With Great Respect,

LaSheila Mitchum Green
208 Madison Ave.
Kingstree, SC 29556

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AUG 29 2025

SC Court of Appeals

STATE OF SOUTH CAROLINA)
)
COUNTY OF WILLIAMSBURG)
)
LaSheila Mitchum Green)
)
) Plaintiff)
)
) VS.)
)
Genevieve Farmer, Jacqueline King, Ruth)
Richburg)
) Defendants)
)

COURT OF COMMON PLEAS
CASE # 2023-CP-45-344
2023-CV-45-10100528

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SC Court of Appeals

NOTICE OF MOTION AND MOTION FOR EX PARTE POSSESSION OF REAL PROPERTY, TEMPORARY INJUNCTION, OR, IN THE ALTERNATIVE, EMERGENCY HEARING

PLEASE TAKE NOTICE THAT THE above-named Defendants, by and through their undersigned attorney, would respectfully allege and show unto this Honorable Court as follows:

Emergency Ex Parte Order granting the Defendants possession and control of the property located at 208 Madison Avenue, Kingstree, South Carolina, or in the alternate a Temporary Injunction against the Plaintiff from coming about, bothering or accessing the property or in the alternate an emergency hearing to address the issues as described herein below. This Motion is based on the deteriorating condition of the home as well as the Town of Kingstree condemned the property as unfit for human habitation. The Defendants received notice from the Town of Kingstree (Exhibit 1): "A preliminary investigation of your property located at 208 Madison Ave and represented by the Williamsburg County Tax Reference Number 11-038-085 noted the building structure to be vacant and potentially unfit for human habitation due to deterioration and vandalism from a previous tenant".

FACTUAL AND PROCEDURAL BACKGROUND

Defendants hold legal title to the real property, which is the subject of this action in Williamsburg County. Plaintiff previously was a renter of said property located at 208 Madison Avenue, Kingstree, South Carolina 29556; failed and /or refused to pay rent pursuant to the rental agreement of the Parties, resulting in a Writ of Ejectment being filed by the Defendants.

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COP

12-16-2024

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DETRA M. JOHNSON
CLERK OF COURT
KINGSTREE, SC



DETRA M. JOHNSON

Dear Homeowner/Tenant,

I was requested by Ms. Green to visit your property on December 16, 2024, to assess the corrective actions taken regarding the violations cited on November 19, 2024.

As of December 16, 2024, you have successfully addressed the following:

1. *Town of Kingstree Ordinance* - Unfit, Unsafe, and Dilapidated Structure: The property now has access to water, resolving this issue.
2. *The Town of Kingstree Ordinance 92* - Health and Sanitation: All items have been removed from the front and side yards, ensuring compliance.
3. *2021 IPMC Structure unfit for human occupancy 111.1.3 Structure unfit for Human occupancy*

A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is insanitary, vermin or rat infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.

Thank you for your cooperation in resolving these matters.

Sincerely,

Robbie Epps
Code Enforcement Officer
Town of Kingstree
401 N Longstreet St
Kingstree, SC 29556
843.355.8152 Office
843.356.9110 Cell

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SC Court of Appeals

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Aug 18 2025

SC Court of Appeals

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AUG 29 2025

SC Court of Appeals

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appellate Case No. 2025-001183

LaSheila Green, Appellant,

v.

Genevieve Farmer, Jacqueline King, and Ruth Richburg, Respondents.

**MOTION TO DISMISS APPEAL FOR FAILURE TO COMPLY WITH
BOND ORDER**

Respondents, by and through undersigned counsel, William Joseph Virgil Barr, respectfully move this Court, pursuant to Rule 207, SCACR and the inherent powers of the Court, to dismiss the appeal of Appellant, LaSheila Mitchum Green, for failure to comply with this Court's bond order.

1. On August 7, 2025, this Court entered an Order requiring Appellant to post a bond in the amount of \$1,400.00, representing payments of \$700.00 each for June, July, and August 2025, to be paid on or before August 10, 2025, with a short grace period.
2. The Order further directed that the bond be paid in cash, cashier's check, or money order to undersigned counsel, located at 108 North Academy Street, Kingstree, South Carolina 29556.
3. As of the filing of this Motion, Appellant has **failed and refused to comply** with the Court's Order and remains in arrears in the total amount of \$2,100.00 (June, July, and August 2025 payments).
4. Compliance with this Court's bond order is a mandatory prerequisite to the continuation of Appellant's appeal. Appellant's failure to satisfy this obligation constitutes a material default warranting dismissal of the appeal.

WHEREFORE, Respondents respectfully request that this Court issue an Order:

- a. **Dismissing the appeal** of Appellant, LaSheila Mitchum Green, with prejudice for failure to comply with the Court's August 7, 2025, Order; and
- b. Granting such other and further relief as the Court deems just and proper.

cc:

LaSheila M. Green

William Joseph Virgil Barr, Esquire

The Honorable Clifton Newman

The Honorable Deitra M. Johnson

FILED
Aug 14 2025

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AUG 29 2025

SC Court of Appeals

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SEP 03 2025

S.C. SUPREME COURT

STATE OF SOUTH CAROLINA
COURT OF APPEALS

APPEAL FROM WILLIAMSBURG COUNTY
COURT OF COMMON PLEAS

Clifton Newman Circuit Court Judge

Case # 2023-CP-45-344
2024 -CP-45-00436
Appellant Case# 2025-001183

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SC Court of Appeals

LaSheila Mitchum Green
Appellant

V.

Genevieve Farmer, Jacqueline King, Ruth Richburg
Respondent

PROOF OF SERVICE

I Certify that I have served the

RESPONSE TO MOTION TO DISMISS

APPEAL FOR FAILURE TO COMPLY WITH BOND ORDER

to Respondents a copy by way of United States Postal Services

8/28/25

108 N. Main Street Kingtree, SC 29556.

LaSheila Mitchum Green

208 Madison Ave.

Kingtree, SC 29556

843-244-8703



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AUG 29 2025

STATE OF SOUTH CAROLINA

SC Court of Appeals Court of Common Pleas

Case # 2023-CP-45-344

CCOUNTY OF WILLIAMSBURG

#2024-CP-45-00436

LaSheila Mitchum Green
Appellant

MOTION TO ALTER
OR AMEND

Genevieve Framer, Jacqueline King,
Ruth Richburg
Respondent

DETRA H. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

2025 AUG -1, PM 2:36

FILED

DATE OF HEARING
PRESIDING JUDGE
APPLANT
ATTORNEY FOR RESPONDENT
COURT REPORTER

May 29, 2025
Clifton Newman
Pro Se
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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S.C. SUPREME COURT

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DEITRA M. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC

FINDING OF FACT

Court of Common Pleas
Case # 2023-CP-45-344
#2024-CP-45-00436

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)

FILED

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DEBRA M JOHNSON
CLERK OF COURT
WILLIAMSBURG, VIRGINIA

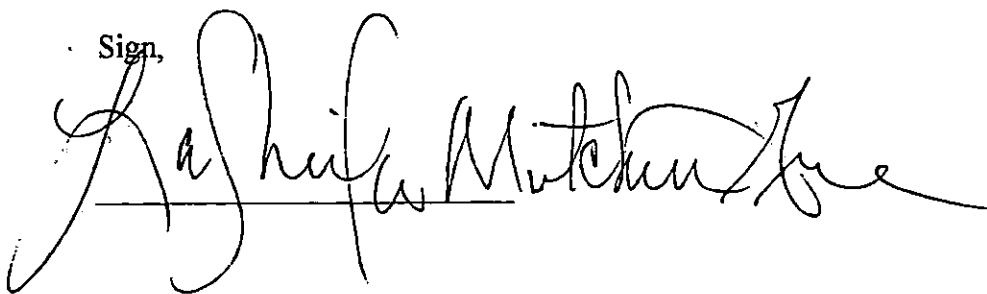
8. The filing of the Motion for Ex Parte Possession of real property, Temporary Injunction or In the Alternative and Emergency Hearing, all of which was heard on May 29, 2025, was a retaliatory action in response to receiving a notice from the Town of Kingstree Zoning for Violations, concerning health 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

9. 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 $\$1,080 \times 12 \text{ months} \times 22 \text{ years} = \$285,120$ plus yard care $\$35 \text{ per week} \times 52 \text{ weeks} \times 22 \text{ years} = \$40,040$ 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 \$136,5000. 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 ejectment 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, appearing to read "LaSheila Mitchum Green", written over a horizontal line.

LaSheila Mitchum Green

208 Madison Ave.

Kingtree, SC 29556

843-244-8703

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DEBRA H. JOHNSON
CLERK OF COURT
WILLIAMSBURG COUNTY, SC