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Sep 19 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
COURT OF APPEALS

APPEAL FROM WILLIAMSBURG COUNTY

Court of Common Pleas

Judge Clifton Newman Circuit Court Judge

LaSheila Mitchum Green
Appellant

v.

Genevieve Farmer, Jacqueline King, Ruth Richburg
Respondent

Case # 2023-CP-45-344

2024-CP-45-00436

Appellant Case # 2025-001183

AFFIDAVIT OF LASHEILA MITCHUM GREEN

DEFENDANTS UNJUST ENRICHMENT

Defendant's used of Zillow to calculate the amount of Bond for the size house. Zillow also stated the calculation for the average home owner spends \$1,080 per month of total upkeep of property. Calculating \$1,080 per month X 12 months X 24 years -\$311,040. Yard care \$35 per week X 52 weeks X 24 years -\$43,680 Total \$354,720 is their total of Unjust Enrichment and should be refunded.

IMPLIED WARRENTY OF HABILITY

Judge Clifton Newman rescued himself from the Injunction filed by the Defendants at the hearing May 29, 2025 stating that the Town holds its own, but ruled. Please note: Upon the Attorney, of the Respondents, receiving the Ordinance Violation affecting health and safety, dated October 31, 2024 from the town of Kingstree, they retaliated with an Injunction. The filing of this Injunction misrepresented them as Defendants and not the Plaintiffs. The fine for the Injunction was for \$500 per day. Because Judge Newman ruled, they became liable for the fine of 353 days X \$500 per day total \$176,500, which will cover in part for pain and suffering due to their noncompliance. (SC Code 27-40-440). (Appellant complied with Zoning).

On May 29, 2025, testimony of the Respondent's Attorney verified that the Respondents did not ensure access to running water for ten years. In 2003, the respondents testified in Magistrate Court that they found the living conditions deplorable but made no efforts to correct or address.

The duress of my rights being violated and have been made to pay a rent bond of \$700 per month after the Magistrate and Court of Common Pleas were informed that the Property Owners were in violation of the Landlord Tenant Act, but allowed Judicial Misconduct and bias to rule. The \$4,900 paid to William Joseph Virgil Barr was under duress and should be returned for lack of their compliance to do repairs along with the \$6,000 spent to correct issues sighted by Zoning.

\$542,120 should be made payable to Ms. LaSheila Mitchum Green by cash or cashier's check and will be acceptable from the BARR LAW FIRM Office 108 N. Academy St., Kingtree, SC. 29556.

A LIS PENDES, at the time of twenty-two years, for maintenance, repairs, upkeep, replacements and improvement to the property of \$300,000.00, was filed September 10, 2023.

And/Or/But

I HOLD 208 MADISON AVENUE, KINGSTRE, SC, 29556 IN ADVERSE POSSESSION

I moved into 208 Madison Avenue Kingtree, SC 29556, in 2001 renting the downstairs. 2002, notified the landlord that my four children and I had no working toilet or heat. Two weeks later they replied by letter but never did any repairs, maintenance, replacement or upkeep. 2004-2019, they abandoned the property. 2006, there was an awful smell in the house. Upon investigating upstairs, there were wet mattresses, old clothes and other items that we had get rid of as well as removing mold and mildew because the roof leaked. I had it repaired and started using the upstairs openly, which started my claim to adverse possession and ouster to the landlord. Erected fence and cultivated.

Ms. Farmer submitted to the Magistrate Court that rent was not received since 2002. The Statue of Limitation for the ten years for adverse possession is in motion upon the refusal to pay rent. Twenty-one years after the refusal to pay rent an application for ejectment was issued, no Rule Vacate or To Show Cause, appealed. Retired Judge Williams must have agreed and gave a Summons for a Rule to Vacate or Show Cause for September 15, 2023. I submitted my Answer claiming adverse possession and an Undertaking. At the hearing, September 15, 2023, I contested the jurisdiction of the Magistrate Court. The

Magistrate failed to discontinue/dismiss the case based upon Lack of Subject Matter Jurisdiction. A verbal Vacate Order was issued, appealed. September 22, 2023, the Order to Vacate was vacated, which was the *one action to recover possession of the property.*

Continuous and Actual Possession.....Started 2001-2025
Open/Notorious and Hostile/Adversely/Ouster to the owner.....Started 2006
Exclusive (.....2002-2019 (Last mail contact 2004-2019)
2020-2025
(2019 Ousted by telling them they did not have permission to enter the property.)

On May 29, 2025, the witness of the Defendant's testimony verified and supported my claim to adverse possession. They admitted to abandoning the property from 2005-2016, in that they admitted to not doing maintenance, repairs, replacements, improvements, cultivation and upkeep. The testimony included that they would pass by the property often and see the kids playing in the yard but never stopped., **Open, Exclusive and Notorious.** The stated that they knew that I had gone upstairs in 2019 because they did not have to unlock the door and evidence was there that I was up there, **Adversely/Ouster, Open, Exclusive and Notorious.** The letter in 2019, stating that I did not ask permission to make changes to the back yard, requesting me to tear down the fence and referring to the fact of the heat for which they were contacted in 2002, Hostile, Ouster and a clear sign that this property is being held adversely and with no trespassing sign. It is obvious that I have been in **continuous and actual** possession. Made improvements to property.

The Court and Attorney for the Respondents has failed to correct errors, misleading statements and fraud. The refusal to rule on the Motion to make these changes will continue to have a misleading/wrong outcome on this case. (18 U.S. Code 35, Rule 3.3) The Magistrate Lacked Subject Matter Jurisdiction and failed to rule on the Motion to Dismiss Entire Case for Lack of Subject Matter Jurisdiction.

Declaration Based upon Adverse Possession was filed.

SWORN BEFORE ME THIS DAY

18th OF September 2025

Notary for South Carolina

My Commission Expires 12/1/23

Amelia Norton

LaSheila Mitchum Green
LaSheila Mitchum Green



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

PROOF OF SERVICE

I CERTIFY THAT I HAVE SERVED THE Answer to Affidavit ON Genevieve Farmer
Ruth Richburg, Jacqueline King

A copy of it in the United States Mail, postage prepaid, on 9/18/2025

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

Date

LaSheila Mitchum Green
9/18/25

LaSheila Mitchum Green
208 Madison Avenue
Kingtree, SC 29556

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF WILLIAMSBURG

CIVIL CASE NO# 2023-CP-45-00344

LaSheila Mitchum-Green

2024-CP-45-00019

Plaintiff

LIS PENDENS

Vs

Genevieve Farmer	Jacqueline M. King	Wilhelmina Richburg
2113 Lyndhurst Drive	81 Tatt Ave	P.O. Box 8282
Raleigh, NC 27610	Ashville, NC 28803	Greenville, SC 29604

Defendant(s)

2024 MAR -7 PM 6:00
 FILED
 CLERK OF COURT
 WILLIAMSBURG COUNTY
 SOUTH CAROLINA

NOTICE IS HERBY GIVEN that an action has been commenced and is now pending in the court upon Complaint of the above-named Plaintiff(s) against the above-named Defendant(s) for twenty-two years of maintenance, upkeep, repairs, replacements and improvements to a certain lot of real-estate in Adverse Possession (\$300,000) deeded Genevieve M. Farmer, Jacqueline M. King and Wilhelmina M. Richburg dated October 31st, 1988, and recorded in the office of the Clerk of Court for Williamsburg County in Deed Book A252 at page 116. DEED OF DISTRIBUTION IN THE MATTER OF J. M. McAlister; WHEREAS the estate of the decedent is being administered in the Probate Court of Williamsburg County, South Carolina in File # 88ES4500153. The Grantor and Grantee is either a beneficiary of the heir at law, as appropriated of the decedent and WHEREAS the undersigned Personal Representative the duly appointed and qualified fiduciary in this matter, and Now, therefore, in accordance with the laws of the State of South Carolina, the Personal Representative has granted, bargained, sold and released, and by these presents does grant and bargain, sell and release to Defendants.

The property encumbered by this claim is described as:

All that certain piece, parcel or lot of the land with the improvements thereon situated in the Laws Township of Kingstree, County of Williamsburg, State of South Carolina, designated on the map hereinafter referred to as Lot No. 2, Block "E, and bounded on the North by an unnamed street (Now named Woods), on the East by lot 8 in said Block on said map North of by Lot No. 1 in said and on the West of Madison Avenue of said Township of "Sunnyside" made by G. T. Floyd and P. G. Gourdin, Civil Engineers and recorded in the Office of the Clerk of Court for Williamsburg Count.

TMS: 11-038-085

Property Address: 208 Madison Ave Kingstree, SC 29556

By: LaSheila Mitchum-Green
 208 Madison Avenue
 Kingstree, SC 29556

September 10, 2023