

THE STATE OF SOUTH CAROLINA
COURT OF APPEALS

APPELLANT FROM WILLIAMSBURG COUNTY

Court of Common Pleas

Judge Clifton Newman Circuit Court Judge

LaSheila Mitchum Green
Appellant

Case # 2023-CP-45-344

2024-CP-45-00436

v.

Appellant Case # 2025-001183

Genevieve Farmer, Jacquelin King, Ruth Richburg
Respondent

RESPONSE TO THE

AFFIDAVIT OF WILLIAM JOSEPH VIRGIL BARR

According to South Carolina Code of Law Title 26 Chapter 1 Section 26-1-60 "A Notary shall have a seal..." The Affidavit of William Joseph Virgil Barr is invalid and should be disregarded.

The conspiracy to misrepresent me as a tenant is attributed to this bond and is an illegal attempt to manipulate and commit fraud upon the Court. This error alone will affect the outcome of the case. I hold 208 Madison Avenue Kingstree, SC in adverse possession.

Is it lawful for a Judge to order you to pay for conditions that the Respondent's Attorney has announced inhabitable without requiring the Respondents to make necessary repairs?

The breach of mandate rule applies to the failure of the Lower Court to comply with the order of the Court of Appeals. Based upon that factor alone the Order Setting the Bond should be rendered nullified.

July 18, 2025, the case was remanded to the Court of Common Pleas for a determination of a bond. The Court of Common Pleas held jurisdiction. After hearing the Appellant's testimony that the bond was excessive and paying it, in the past, cause financial hardship. Also stating that because she has been in possession of the home for the past twenty-four years and making all repairs, maintenance, replacements and upkeep is a bond necessary? Honorable Senior Judge Clifton Newman proceeded to set the bond at \$700 per month. In his Ruling stated, "If she doesn't pay it the Appeal will be dismissed...she will have to pay it throughout the appeal".

I ask; is there evidence of actual bias, judicial abuse and or misconduct? Is it clear that the Eight Amendment, Part of the U. S. Bill of Rights is being violated? To purposely and maliciously impose an impossible bond that the Appeal will be dismissed violates the Fourteenth Amendment Right to an Appeal and due process.

The issuing of the bond was in threatening fashion that the Appeal would be dismissed, produced a complete duress economically and emotionally. The Appellant had not set obligation to result in material default

The Legal Dictionary, the person that files the complaint is the Plaintiff. The person who the complaint is filed against is the Defendant. The Respondents filed the Injunction under the misrepresentation of being the defendants not the Plaintiffs. By legal identity, they are the Plaintiffs that filed the Injunction against me, the Appellant. The Respondents/Ms. Farmer, the one that filed the Injunction, has filed a Motion to Dismiss the case with prejudice before Ms. Green could file an Answer to the Motion, which is called a voluntary dismissal and can be done without a court order. Rule 41(d)(1). Ms. Green did not file an Ejectment or an Injunction against herself.

Upon the realization of the possible confusion of the Role of the Plaintiff and Defendant, should the motion have been dismissed for proper filing?

Motion to Stay Injunction/Ejectment Filed August 4, 2025, denied. A Motion to Alter or in Alternative Reconsider Appeal Bond was filed August 27, 2025, not ruled.

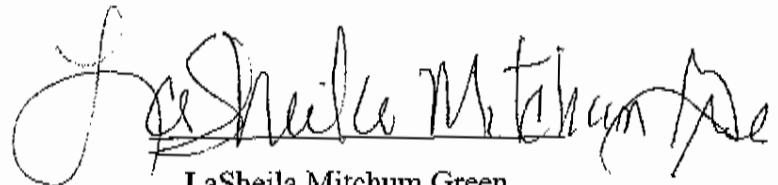
The Status quo of the Appeal must be taken into consideration.

SWORN BEFORE ME THIS DAY

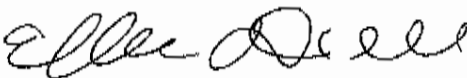
18 OF SEPTEMBER 202

Notary of South Carolina

My Commission Expires 2/24/2035



LaSheila Mitchum Green



ELLEN DOWDELL
Notary Public, State of South Carolina
My Commission Expires 02/24/2035

