

THE STATE OF SOUTH CAROLINA  
COURT OF APPEALS

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

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SC Court of Appeals

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MOTION FOR RECONSIDERATION  
OF WRIT OF SUPERSEDEAS

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Having received the notices of the Order from the Court of Appeal until August 29, 2025 denying the Motion for Supersedeas for a hearing remanded on July 17, 2025, after filing the Motion for Supersedeas August 28, 2025 and Amending August 29, 2025. Upon receiving that Order, I am filing a Motion for Reconsideration under Rule 221 and/or Rule 240 (I) (J). The notice of the Order from the Circuit Court was received about August 22, 2025.

INTRODUCTION

Motion to Alter or Amend Order Granting Injunctive Relief from Hearing May 28, 2025 in the Circuit Court was Filed August 4, 2025 but has not been Ruled. The Amendment to this Order is valuable to this case. I am not a tenant. The Respondents reported to the Magistrate that they did not receive rent since 2002- 2023. I claim adverse possession. The Respondents stated in the Motion for an Injunction that the Appellant (Plaintiff) was a former renter.

A Motion to Compel a Ruling on the Motion to Alter or Amend was filed on August 27, 2024 along with a Motion to Amend or Alter Order Granting of an Appeal Bond. Neither have received a ruling. The Injunctive Relief was based upon false and misleading information and should have not been granted.

My four children and I moved into 208 Madison Avenue, Kingstree, SC 29556 in 2001. We rented the downstairs portion. In 2002, I notified the landlord of us having no heat or working toilet. Two weeks later they responded by letter but did no repairs, maintenance, replacements or upkeep to the property. From 2004-2019, there was no communication from the Respondents. They abandoned the property. In 2006, we experienced an awful smell. Upon investigating upstairs, we discovered wet mattresses, old clothes and other items that we had to get rid of along with cleaning mold and mildew. I had the roof repaired and we started openly using upstairs. This initiated hostile, open, and notorious aspect of my claim to adverse possession. I have lived in continuous possession, actual, open hostile and exclusive/notorious.

#### A MATTER OF LAW

The Respondents received an Ordinance violation concerning health and safety. *Landlord shall comply with code.* They retaliated with an Injunction seven months after. Because Appellant claims adverse possession, the immediate issues were corrected by the Appellant rendering the information invalid or out of date.

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 Respondents submitted to the Magistrate Court that they did not receive rent since 2002. They filed the Ejectment in 2023, twenty-one years after the refusal to pay rent. The ten-year Statue of Limitation has passed. There is a three-year Statue of Limitation for Civil Matters. I claim adverse possession.

Title 15 Chapter 67 Article 3 Section 16-67-240 "*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, when 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.)*

Title 15 Chapter 67 Article 3 Section 16-67-250 ("*...when enclosed ...and cultivated*")

On May 29, 2025, the witnesses of the Respondents testified that they passed by the property often and saw the kids playing in the yard but never stopped. This supported the open, notorious and exclusive part of adverse possession. The testimony supported the letter written requesting me to tear down the fence and referring to the raking of the yard.

Title 27 Chapter 40 Article 1 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. They admitted to abandoning the property from 2006-2015 supporting the violation of the Landlord tenant Act. The Respondent also testified that thali I did not grant them permission to enter the property. ("*Ouster*" is the actual turning out or keeping excluded a party entitled to possession of any real property *Grant v. Grant* 288 SC 86. 34000 S.E. 2d 7911 (Ct. app 1986) (*lynch v. Lynch* 236 S.C. 612.623, 115 S.E. 2d 301,306 (1960)

Magistrate Lacked Subject Matter Jurisdiction upon the submitting of my Answer claiming adverse possession and an Undertaking. The case should have been discontinued according to Title 22 Chapter 2 Article 11 Section 22-3-1130 "...*delivery of undertaking...*" Title 22 Chapter 3 Article 11 Section 22-3-1110 "... *Answer showing question of title...*". September 15, 2023, the jurisdiction of the Magistrate was contested in court.

The Respondents filed the Injunction against me. They are the Plaintiffs in his action not the Defendants. This misrepresentation of their role may also cause confusion in other actions such as *Title 15 Chapter 67 Article 1 Section 15-67-20 "Plaintiff in action for recovery of real property or the recovery of possession of real property, is limited to one action."* September 15, 2023, Judge Foxworth orders a verbal order to vacate. September 22, 2023, he vacated that order. This was the one action for the Respondent's to recover possession of real property.

At the hearing on May 29, 2025, I objected to question that the Respondent's Attorney asked their witness. Judge Newman stated, "You can't object...". At that time, I felt that I could not

object to anything I did not agree with. (Fifth and Sixth Amendment Violation)

REASONS I ASK THE WRIT OF SUPERSEDEAS BE RECONSIDERED  
IRREPARABLE HARM

Without the reconsideration of the WRIT OF SUPERSEDEAS of the Ejectment/Injunction and the Bond, the status quo of the Appellant will not be preserved pending appeal.

S.C. Code Ann 27-40-800 (f)(1) (“*Upon appeal...is sufficient to stay execution of a judgment for ejectment that the tenant sign and undertaking...to pay the landlord.*”) I am not a tenant. For that reason, I ask this Honorable Court to reconsider the stay of Order for Injunction/Ejectment and the Stay of the Bond pending appeal. If noted errors in the Motions to Amend and Alter are not corrected, this case will continue on one side of the law. (*Yick Wo. v. Hopkins* (1886).

I have lived at 208 Madison Avenue for the past twenty-four years. I have performed the repairs, a maintenance, upkeep, replacements and made improvements. I am not a flight risk. I am not an endangerment to the community. I have Sub-teach in the school system, , attend church locally, conducted parenting classes in the public housing sector of Kingtree and I have volunteered with the Red Cross. I have hosted educational enrichment programs for students and partner with the Williamsburg County Library, Government, Agencies, citizens and churches.

On August 6, 2023, I explained that the rent bond, of \$700 per month, was too high/excessive and for me do the things to the home that needed to be done. I implied that that a bond was not necessary, if we would proceed without one? Judge Newman set the bond at \$700 and stated. “If she doesn’t pay it the appeal will be dismissed.” The indication of the Judge gives clear intentions to knowingly set the bond too high that the appeal will be dismissed. Does this violate my *Eighth Amendment Right* affecting my right to appeal? (*Bobbie v. Connecticut* 1971)

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I submitted my Form 405 asking to proceed *forma pauperis* it was denied.

### CONCLUSION

For twenty- two years I have cared for the property as my own. The Respondent's used Zillow to calculate the amount of bond can also be used to calculate their Unjust Enrichment. Zillow said the average home owner spends \$1,080 per month on total care of the home X 24 years \$311,040 and yard care \$35 a week X 52 weeks X 24 years = \$43,680 **Total \$354,720.**

Giving age as a factor, it will pose future issues in accruing and/or accessing Senior living with an Ejectment/Ejectment on my already compromised credit report. Readily available housing is not in the immediate area; will the Respondents be responsible for my temporary relocation/housing pending appeal?

I humbly ask the court for a Supersedeas of the Injunction/Ejectment and the Bond pending appeal.

With Humbleness in Gratitude

Respectfully Submitted,

A handwritten signature in black ink that reads "LaSheila Mitchum Green". The signature is written in a cursive style with a large, decorative flourish at the end.

LaSheila Mitchum Green

208 Madison Avenue

Kingstree, SC 29556