THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM ORANGEBURG COUNTY
Court of Common Pleas

James B. Jackson, Jr. Master-

In-Equity

Case No. 2024-CP-38-01428
Appellate Case No. 2025-001201

Landvest Holdings I, LLC

Respondent,

v.

Fernelephe Ancrum,
Pro-Se

Appellant.

REPLY BRIEF OF APPELLANT

Fernelephe Ancrum
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Appellate pro-se

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TABLE OF AUTHORITIES

CASES

STATUTES- Same as presented in Appellants Initial Brief.

RULES

ADDITIONAL STATEMENT OF ISSUES ON APPEAL

I. Did the trial court err when ordering the foreclosure of the Appellant's property where The Respondent failed to prove that the Note was created due to a true monetary exchange between Landvest Holdings I, LLC and Benjamin Cognata on behalf of the Appellant to warrant any monetary obligation as a basis for the creation of a Note ab initio?

II. Did the Respondent meet the burden of proof necessary to establish a just and valid claim?

III. Did the court properly dismiss the Appellant's counterclaims when the Respondent's presentment to the Appellant as a debt collector resulted in a NOTICE OF DISPUTE; DEMAND FOR VALIDATION AND PROOF OF CLAIM by the Appellant pursuant to the FDCPA, TILA, and Fair Credit Billing Act?

ADDITIONAL STATEMENTS OF THE CASE

As stated in the Respondent's initial brief beginning at Pg.5 paragraph 3 line 10; the Deficiency sale was held on October 8, 2025, with Landvest Holdings I, LLC being the only bidder at $48,833.36. However on October 3, 2025 by professional courier services and restricted delivery to and signed by Mary M. Caskey at 10:30am, the Appellant made a payment in the amount of $88,000.00 to keep the property from being sold, the receipt of Payment is contained herein as **Exhibit A**. The Respondent kept the payment and fraudulently sold the property at the Deficiency Sale.

REPLY TO RESPONDENT'S STATEMENT OF THE FACTS

On page 7 paragraph 4 of the Respondent's Statement of Facts the Respondent stated that the Appellate admitted that she received the money loaned under the note and that is simply not true. You will not find that admission in the transcript because the Appellate was never given any money. If there was ever a financial transaction to be had, that alleged "monetary exchangement" was strictly between Landvest Holdings I, LLC and Benjamin Cognata. The Appellant would also like to point out that a true original copy of the "Note" was never verified in court to ascertain whether or not the note that was presented was the actual autographed note of the Appellant or a copy of the original. This is important as to verify whether the Respondent is truly the holder in due course of the original Note with rights to enforce. This concept of original and verifiable Note presentment in court was established in the *Beaumont v New York Mellon (Florida Court of Appeals)* to establish that claim of possession of a note is not enough, it must be verified. The Appellant was nervous (Transcript pg. 32 line 12 attached herein as **Exhibit B**) and misspoke several times during the trial, as the she felt badgered by an unexpected mirage of

questions from the judge, but not once did the Appellate agree that money was given to her from Landvest Holdings I, LLC.

STANDARD OF REVIEW

While I, as the appellant was not aware that I could have requested a jury trial in the State of South Carolina to plead my case, I do understand that the action of Foreclosure is that of equity and I stand by that view as well. Because questions of law may be decided with no particular deference to the trial court, I ask that this court correct the errors of law and qualify the burdens of proof and preponderance of evidence that is required to be decided in both legal and equitable actions especially upon the initiating party.

ARGUMENTS

In an effort not to re-allege facts previously stated in the Appellants initial brief, a few additional arguments would like to be clarified here as it pertains to the facts and history and initial commencement of this case:

I: The burden of proof rested with the Respondent and the Respondent failed to meet that burden of proof to substantiate the true nature and indebtedness of the "Note".

Landvest Holdings I, LLC acted in this consumer transaction as a financial institution; a "lending" agent allegedly paying the amount of $75,000.00 to Benjamin Cognata on behalf of Fernelephe Ancrum. Benjamin Cognata who is also the owner of Landvest Holdings I, LLC was asked to produce financial records to substantiate the indebtedness of the alleged loan in Notice of Dispute: Demand for Validation and Proof of Claim. These various financial documents were detailed in my Notice of Dispute. The importance of this argument is paramount as it will show "IF" any money ever really changed hands between the Respondent, Landvest Holdings, whose owner is Benjamin Cognata and the witness in the May 7th, 2025 trial court, who is also Benjamin

Cognata, thereby creating a $75,000.00 debt on my behalf. Presenting just a promissory NOTE and a Ledger of my payments does not suffice as proof of debt and the Respondents claim. It merely proves that at the signing of a note I believed I owed a certain sum of money and gave my promise to pay, which I now purport was under false pretenses, as there has been no proof provided to me as the consumer or to any court of record that a debt ever incurred. As this Appellant court is aware a lack of full disclosure nullifies any contract. The Respondent is also in violation of 15 U.S.C. § 1601 which is part of the Truth in Lending Act, which aims to ensure that consumers receive clear and meaningful disclosures about the terms and costs of credit. This law helps consumers make informed decisions regarding credit transactions by requiring creditors to provide specific information about finance charges and other related aspects, which the Respondent has failed to do. The TILA covers the nature, creation, and disclosure of the contract, and in my case the nature and disclosure of the alleged "loan" regarding the Note and not just the mere presence of the Note itself. Additionally, various debt collection lawsuits courts have found that a promissory note alone is not sufficient to prove full validity and enforceability of a debt. The Plaintiff which is now the Respondent in this case had the burden of proof to establish several elements beyond just the existence of a note when its validity is challenged as seen in *Lipa v. Asset Acceptance, LLC (Michigan District Court)*, *Carpenter v Longan (U.S. Supreme Court).*

II: The Appellant's Breach of Contract counterclaim was dismissed when administrative notice was properly and timely given to the Respondent warning of applicable fees should there be any dishonor pursuant to the Self-Executing Contract in which the Respondent signed and acquiesced to.

Pursuant to 15 USC. § 1666, the Respondent is in violation of not properly validating and investigating the debt that was identified by the obligor (The Appellant) to the creditor (The

Respondent), whereby 15 USC. § 1666(e) stipulates that any creditor who fails to comply forfeits their right to collect. In an effort to eradicate unfair and unjust debt collection practices 15 USC § 1692 was congressionally put in place and so was the Appellants Self-Executing and legally binding contract of offenses and fees which are due prima facie to the Appellant. The trial court wrongfully dismissed the Appellants counterclaim as it was rendered to the Respondent timely, clearly stated, and accepted under the Postal Rule of Acceptance which states: that a contract is formed when an acceptance is posted. This acceptance is the Respondent's signature on the U.S. Postal card 3811. This helps to clarify the exact times that the parties are legally bound one to another, *Adams v. Lindsell (1818).* The Appellate argues that while this cited case may be old in the eyes of the law its relevancy and dependency is still present day as the postal rules in contract law, offers, and acceptances, are still heavily used, even in our current South Carolina Court Rules of Civil Procedure.

III. The ruling in Equity in favor of the Respondent, was not a fair and sound equitable Judgement according to the Maxims of Equity.

The Appellant holds that The rules and maxims that govern equity are general principles designed to ensure fairness and justice in legal proceedings. These principles include "Equity looks to the intent rather than the form," "Equity imputes an intention to fulfill an obligation," "Equity will not suffer a wrong to be without a remedy," "He who comes into equity must come with clean hands," "He who seeks equity must do equity," "Equality is equity," and "Equity regards as done what ought to be done," among others, which I understand helps to guide the judges in making equitable decisions. The Appellant argues the following points in equity:

1.) The Appellant's property in which the Master-In-Equity ruled in favor of the Respondent that was purchased by Benjamin Cognata from the Forfeited Land Commission of

Orangeburg County for $10,000.00; please see book 1480 and Page 0173 in the Orangeburg County Register of Deeds **(See Exhibit C attached herein)**.

2.) The Appellant in this case leased this property from the Respondent for roughly a year paying a sum roughly of $7,200.00. The exact amount can be proven through valid bank statements if needed, however this fact is being stated as an historical highlight to the history of this property between the Appellant and the Respondent as it is relevant to the Equity argument stated above. The appellant then decided to purchase the property in 2015 and has paid to the Respondent over the course of several years well over $35,000.00 in payments, erected a $200,000.00 commercial building on its grounds, paid the property taxes, kept up the lawn, maitenance, and beautification of the property since that time. This information alone proves that neither Mr. Benjamin Cognata on behalf of himself or Mr. Benjamin Cognata as owner of Landvest Holdings I, LLC has a greater equity claim than the Appellant regarding her property. The Respondent is not at a loss here where and equitable claim should have been rendered it his favor. The Respondent has not proved his claim and despite multiple requests for the financial records to prove his claim he has failed to do so. Multiple Maxims have been violated here as the Respondent appears to be involved in sketchy business practices, extortion, fraud, tax evasion, manipulation, and a falsification of documents as it relates to a Note that he is unable to demonstrate to have a true sense of indebtedness. Maxims in equity require clean hands, justice, equality, and the resulting judgements in equity require equality. If the trial court's judgement stand, the Appellant argues that she will have suffered a wrong without remedy, as a simple presentment of an indebtedness in <u>form</u> (The Note) does not stand in a court of equity as the true <u>intent</u> of the indebtedness (The Monetary Exchange creating an actual debt).

CONCLUSION

This property was purchased to operate a fast food restaurant, which the Appellate took her life savings to procure and erect. As with any start-up business the business initially struggled. This resulted in the Respondents inability to make timely payments and then eventually no payments to the Respondent. The Respondents source of communication with Landvest Holdings I, LLC also ended due to hard times. These key details are offered to explain that the lack of payment was never intentional, but it happened at the misfortune of business flow at the time. The Appellant feels as though when things happen out of your control, they happen for a reason. That reason was the uncovering of a fraudulent unsubstantiated debt masquerading behind a Promissory Note administered by the Respondent. At the hand of the business's misfortune at the time the Appellant was eventually contacted by a debt collector from Haynesworth, Sinkler, and Boyd Law Firm by the name of Mary M. Caskey. The Appellant was given the opportunity to dispute the debt, and so that is what was done. The Appellant requested debt validation and proof of the Respondent's claim in that dispute. I, as the Appellant, ask this Appellate Court to review the Dispute Notice that was sent to the Respondent to see if it what was requested was unclear in any way. It was pretty clear as to what I was asking. I will re-state it here. Lastly this case was adjudicated in a court of equity and I ask that this court ascertain properly what is equal, what is just, and what is fair as it pertains to the Appellants equitable investments in the property versus that of the Respondents. The business that currently sits on this property is the only source of viable livelihood for the Appellant, not to mention the sweat equity that has been put in to make this business sustainable as of a few short months ago. If this is truly a matter of equity Benjamin Cognata nor Landvest Holdings I, LLC can purport a higher claim in equity where this Appellate Court or the Trial Court can rule that he, as the owner of Landvest or himself solely, is at a loss

and need to be made whole per the Maxims of Equity. The only one that stands a great loss if the Appellate Courts decision upholds the trial courts ruling concerning this matter in equity is me, the Appellant. Surely Landvest, Holdings I, LLC cannot claim a loss without substantiating such a loss without legitimate financial records such as bank statements, tax documents, records of accounting, etc. Out of desperate measure to ensure my livelihood and property pending the decision of this Appellant Court, I tendered payment to the Respondent on October 3rd, 2025 in the amount of $88,000.00 to secure the property from the Foreclosure Deficiency Sale and the Respondent proceeded forth with the sale anyway, while still retaining my payment unjustly. For the reasons stated above the I request that this court rule that not only was the burden of proof not satisfactorily met by Respondent in the May 7, 2025 trial court regarding the alleged debt that created a valid Note pursuant to the Truth in Lending Act, The Fair Debt Collection Practices Act, Fair Credit Billing Act, and the Appellants Notice of Dispute to justify their claim but also that the Deficiency sale be held as fraudulent. Although the Appellant's nerves got the best of her in court and the articulation may not have been clear as to what was being requested, the request was well written. With the Respondent's legal understanding and role as a debt collector she should have been quite clear of what was being asked of her client in the Notice of Dispute: Demand for Validation and Proof of Claim. In conclusion I, as the Appellant requests that this Appellate Court awards my counter claim, the return of my foreclosure payment to the Respondent, and all other fees that this court deems just and proper given all the details in this case.

December 29, 2025

Respectfully submitted,

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