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SC Court of Appeals

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. 2025-001201
Appellate Case No. 2025-001201

Landvest Holdings I, LLC

Respondent,

v.

Fernelephe Ancrum,
Pro-Se

Appellant.

FINAL BRIEF OF APPELLANT

Fernelephe Ancrum
10 Hewitt Lane
St. Matthews, South Carolina 29135
(803) 456-1330
Appellate pro-se

TABLE OF CONTENTS

Table of Authorities.....	1
Statement of Issues on Appeal.....	2
Statement of the Case.....	3
Arguments.....	4
Conclusion.....	6
Exhibits.....	7
Debt Collection Letter/Notice.....	Exhibit A, R.pp. 38-39
Notice of Dispute: Demand For Validation and Proof of Claim.....	Exhibit B, R.pp. 40-45
Notice of Dispute and Collection.....	Exhibit C, R.pp. 46-49
Invoice.....	Exhibit D, R.p. 50
Plaintiffs Response to Demand For Validation and Proof of Claim.....	Exhibit E
Judge's Cross Examination of Defendant Testimony.....	Exhibit F, R.pp. 80-93
Proposed Judgement and Final Judgement (Page 3 line 7).....	Exhibit G, R.p. 3, Num. 7
Judges's Ruling and Comments Regarding Defendants Counter Claim...	Exhibit H, R.p. 88, line 20- R.p. 89 lines 1-25.

TABLE OF AUTHORITIES

<u>Fair Debt Collection Practices Act, 15 USC § 1692</u>	R.p. 40 paragraph 1, line 3
<u>Fair Credit Billing Act, 15 USC. § 1666 et seq</u>	R.p. 40, paragraph 1, line 3
<u>Truth In Lending Act (TILA) 15 USC 1601 et seq</u>	R.p. 40, paragraph 1, line 4
Validation of debts [15 USC 1692g].....	R.p. 40 paragraph 7-R.p. 41, line 1-2
Counter Claim with Self-Executing Contract.....	R.pp. 41-45

**All the above laws have been codified
into the South Carolina Law
Respectively***

STATEMENT OF ISSUE ON APPEAL

1. DID THE COURT ERR IN ENFORCING AN INVALIDATED DEBT PURSUANT TO ESTOPPEL IN PAIS?
2. DID THE COURT FAIL TO ISSUE A SUMMARY JUDGEMENT WHERE IT SHOULD HAVE BEEN GRANTED?
3. DID THE LOWER COURT CONDUCT A FAIR AND UNBIASED HEARING?
4. DID THE LOWER COURT ADJUDICATE PROPERLY BY THOROUGHLY AND COMPETENTLY REVIEWING THE CASE CONTENT?
5. WAS THE DEFENDANTS COUNTER CLAIM FAIRLY ASSESSED?
6. DID THE PLAINTIFF MEET THE BURDEN OF PROOF TO ESTABLISH PROOF OF CLAIM?
7. WAS THE PLAINTIFF CLEARLY AND TIMELY NOTIFIED OF THE DISPUTE AT HAND AND WHAT WOULD BE NEEDED TO RESOLVE THAT DISPUTE WITH THE DEFENDANT VIA A “NOTICE OF DISPUTE: VALIDATION AND PROOF OF CLAIM”?
8. DOES THE PLAINTIFF (RESPONDENT) STAND PRESENT DAY SHOWING A LOSS IN FINANCIALS OR HAVING SUFFERED ANY FINANCIAL HARM OR DEFICITS DUE TO THE ALLEGE DEFAULTED FORECLOSED PROPERTY IN QUESTION?
9. CAN THE RESPONDENT SHOW TO THE COURT HOW MUCH MONEY HAS BEEN INVESTED INTO THE PROPERTY VS. HOW MUCH MONEY THE APPELLANT HAS INVESTED INTO THE PROPERTY IN AN EFFORT TO DISPLAY WHO HAS THE TRUE EQUITY AT STAKE AND TO PROVE ANY REAL DAMAGES/FINANCIAL HARM?
10. HAS THE RESPONDENT BEEN OPEN WITH THE COURT AND THE DEFENDANT PURSUANT TO THE CONSUMER LAWS NOTED IN THE NOTICE OF DISPUTE: VALIDATION AND PROOF OF CLAIM TO SUFFICIENTLY SUBSTANTIATE THEIR CLAIM?

STATEMENT OF THE CASE

On August 30, 2024, a Debt Collection company by the name of Haynsworth Sinkler Boyd contacted the Defendant, Fernelephe Ancrum regarding an alleged debt owed in the amount of \$40,620.69. The time frame to dispute this alleged debt was to be made by October 7, 2024. The defendant wrote the Plaintiff on September 11, 2024 with a Debt Validation and Proof of claim Notice embodying a Self Executing Contract that remains presently improperly satisfied. Despite this lack of disclosure and compliance the Plaintiff, Landvest Holdings, LLC, through its attorney Mary M. Caskey proceeded with a Summoning on October 28, 2025 against the Defendant. Per the Debt Validation and Proof of Claim Notice the alleged balance was to be deemed null and void if the terms of disclosure was not satisfied within 30 days. Therefore, this case was brought forth frivolously and without merit on May 7th, 2025. A proposed order was prepared by the Plaintiff's Attorney and was accepted by the Judge on June 10, 2025. This Judgement was in favor of the Plaintiff for Foreclosure, based solely upon a Promissory Note and Payment Ledger. The Defendant's arguments went unheard and unaccounted for during the hearing despite several objections and constant requests for validation and proof of claim. Due to the Defendants apparent disagreement with the judgment, an appeal was filed on June 10, 2025. This appeal filing was done prematurely as it was filed against the proposed judgement and not the final judgement. The Defendant filed a motion to amend the appeal on June 16, 2025 in an effort to appeal the Final Judgement. This Motion to Amend the appeal was approved on July 22, 2025.

ARGUMENTS

- I. The Plaintiff's attorney presented themselves to the Defendant as a Debt Collector on August 30, 2024 in a written notice. Contained in this notice was an opportunity to dispute this debt by October 7th, 2025. (See Exhibit A), R.pp. 38-39. To which the Defendant disputed the Debt on September 11, 2024 by certified mail return receipt number 70210950000125178200. The Plaintiff pursued the lawsuit despite not providing the Plaintiff with the information. Further, the Plaintiff stated openly in court "that they did not provide the Defendant with anything that was requested". Due to this Non-Compliance the Defendant asked the Court on 11-25-2024 in a Notice of Dispute and Collection for a Default/Summary Judgement in the Defendant's favor with all damages and fees awarded back to the Defendant. This request was denied. Therefore, I am appealing for an overturn of the judgement rendered against the Defendant.
- II. Contained within the same November 25, 2024 Court Filing by the Defendant- In the Notice of Dispute and Collection (Exhibit C), R.pp. 46-49, the Defendant highlighted that the Plaintiffs claim was precluded by Estoppel in Pais on Page 2, R.p. 47 lines 6-17, for your reference. Therefore, the debt was invalid and the Plaintiff was trying to enforce an invalidated debt. For this reason, I am asking for Judges judgment to be overturned.
- III. Contained within the Notice of Dispute: Demand For Validation and Proof of Claim (Exhibit B), R.pp. 40-45 was a Self-Executing Contract for failure to comply. The contract stated that the Plaintiff would have acquiesced to the terms and conditions of the counterclaim and Self Executing Contract should they not respond adequately and in a timely manner. The Judge said he was ruling against the Defendants Self Executing Contract because the response was out of the window of time to respond and that was inaccurate. Again the Plaintiff wrote to the Defendant on August 30, 2024 the Defendant responded on September 11, 2024 and even still giving the Plaintiff 30 days to respond/ comply before the Self Executing Contract would go into effect. The Judge was in error here (reference Page 33 line 20-Page 34 line 1-19 of the Transcript), R.p. 88, line 20- R.p. 89, lines 1-19. Therefore, I am appealing for a favorable judgement on the Counter Claim and Self Executing Contract in the amount of \$269,961.01 (see Invoice), R.p. 50.
- IV. I am appealing because in the May 7, 2025 hearing the Judge was the one who cross examined the Defendant and not the Plaintiff. The Judge even answered on behalf of the Plaintiff several times. From the time the Defendant took the stand you will notice only the court and the Defendant in dialogue the entire time and nothing from the Plaintiff throughout the remaining duration of the hearing. The Judge basically litigated for the Plaintiff. I was denied a fair and unbiased hearing and for this reason the Judge's Judgment should be overturned. See Transcript Page 25 Line 17- Page 38 as Exhibit F, R.pp.80-93.

This concern was brought up during the hearing (See Exhibit H), R.p. 88, line 20- R.p. 89 lines 1-25. In my opinion this proves biases and I am appealing because the judge was there to rule on the facts not litigate the case and answer questions on behalf of the Plaintiff.

- V. Lastly, this appeal is being filed because a lack of seriousness has been taken regarding the property that contains a business that enriches and gives back to its local community and helps to sustain my livelihood. This property contains a business that I have worked very hard to create and sustain. Yet, the Plaintiff's attorney and the Lower Court's Judge has utilized its' legal jargon and skillful court procedure "know how's" to simply cut, copy and paste from one case to another without at least proof reading their work. This is evidenced by the Proposed Judgement and the Final Judgement (Exhibit G), R.p. 3, number 7 where the Plaintiff's Attorney writes "Simpson, mortgaged to Plaintiff the real property described in the Mortgage ("Mortgaged Property"). The Defendants name is not Simpson and the Defendant does not know who "Simpson" is. Errors can happen, however, it is my opinion that if the Proposed Judgment was properly reviewed and careful consideration of the FACTS were given, this error should have been caught by the person placed in the position to adjudicate the matter competently and thoroughly, that being the Lower Court Judge assigned to the case. It is for this reason that I am asking for the ruling of the Honorable James B. Jackson, Jr. to be overturned.

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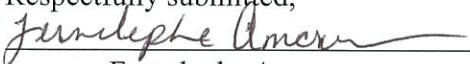
Jul 08 2026

SC Court of Appeals

CONCLUSION

For the reasons stated above, the Defendant is requesting the Court of Appeals to reverse the judgment of the Court of Common Plea; Court of Equity's judgement of Foreclosure and award the Appellant her counter-claim based on the Self-Executing Contract submitted previously into the court record found in Exhibit B, R.pp. 40-45. The Plaintiff pursued enforcement against an invalid debt having been in non compliance of Consumer Laws, the Fair Debt Collection Practices Act, Validation of Debts, etc. in which the Defendants Notice of Dispute: Demand For Validation and Proof of Claim was made pursuant to. Although, the Federal Laws were utilized in this notice of Dispute to the Plaintiff all laws utilized have be codified into the UCC for the State of South Carolina Law. Just as the Plaintiff (Respondent) in this case submitted time sensitive legal documentation for myself, the Defendant (Appellate) to respond to adequately, timely, and sufficiently within the allotted time frame, I am merely asking for that same right and respect. Upon which the Plaintiff (Respondent) failed to do. The Plaintiff (Respondent) stated on page 22 of the transcript, R.p. 77, line 25- R.p.78, line 1, that they did not provide anything that was requested. Therefore, based off of a lack of adequate claim validity the Defendant is asking for a Judgement of \$269,961.01 as seen Exhibit D, R.p. 50.

July 8, 2026

Respectfully submitted,
/s/ 
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