

NOTICE OF APPEAL FROM COMMON PLEAS REGARDING A
CONVICTION IN MAGISTRATES OR MUNICIPAL COURT

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Circuit Court]

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

74280

Howard S. Barnes, Circuit Court Judge

Case No. 2014CV10504240

Midlands Property
Management
132 Harbison Blvd. Suite
301B

Respondent,

v.

Yolanda Shatten and Benny
Shatten
232 Rivercreek Drive
Irmo, SC 29063

Appellant.

RECEIVED

NOV 19 2014

SC Court of Appeals

NOTICE OF APPEAL

Yolanda Shatten appeals the order of the Honorable Howard S. Barnes dated November 19, 2014, which affirmed her conviction in Dutch Fork Magistrates [municipal] court. Appellant received written notice of the order on November 18, 2014.

November 19, 2014

s/ Joseph Henry
Joseph Henry, P.C.
1708-B Richland Street
Columbia, South Carolina 29201
(803) 929-3484
Attorney for Appellant



PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals
[In The Circuit Court]

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Howard S. Barnes, Circuit Court Judge

Case No. 2014CV10504240

Midlands Property
Management
132 Harbison Blvd. Suite
301B
Columbia, SC 29212

Respondent,

v.

Yolanda Shatten and Benny
Shatten
232 Rivercreek Drive
Irmo, SC 29063

Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Midlands Property Management by depositing a copy of it in the United States Mail, postage prepaid, on November 18, 2014, addressed to Midlands Property Management, 132 Harbison Blvd. Suite 301B, Columbia, South Carolina 29212

November 18, 2014

s/ Joseph Henry
Joseph Henry, P.C.
1708-B Richland Street
Columbia, South Carolina 29201
(803) 929-3484



RECEIVED
NOV 19 2014
SC Court of Appeals

Attorney for Appellant

RECEIVED

NOV 19 2014

SC Court of Appeals

7014 1200 1200 0000 5106 0685 4102

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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 7.15

Postmark
Here

11-18-14

Sent To MPM ste 301 B

Street, Apt. No.,
or PO Box No. 132 Harbison Blvd

City, State, ZIP+4 Columbia SC 29012

PS Form 3800, August 2006 See Reverse for Instructions

I Yolanda Shatter filed Appeal in
wrong court. 11-24-14

please inform us that this Appeal has been
cancel.

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

M.A.

This Notice
was file in the
Wrong Court.

**NOTICE OF APPEAL FROM MAGISTRATES
REGARDING A CONVICTION IN MAGISTRATES COURT**

THE STATE OF SOUTH CAROLINA
In The Circuit Court
[In The Magistrates Court]

APPEAL FROM RICHLAND COUNTY
Court of Magistrates

Circuit Court Judge

Case No. 2014CV²⁴⁰10504240

Midlands Property
Management
132 Harbison Blvd. Suite
301B

Respondent,

v.

Yolanda Shatten and Benny
Shatten
232 Rivercreek Drive
Irmo, SC 29063

Appellant.

NOTICE OF APPEAL

Yolanda Shatten appeals the order of the Circuit Court Judge dated November 19, 2014, which affirmed her conviction in Dutch Fork Magistrates [municipal] court. Appellant received written notice of the order on November 18, 2014.

November 19, 2014

Yolanda Shatten

141-F Pelham Drive Ste.114
Columbia, South Carolina 29209
(803) 546-5212
Pro'se Appellant

JEANNETTE M. NORRIDGE
C.C.P. & G.S.

2014 NOV 24 PM 2:42

RICHLAND COUNTY
FILED

PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Circuit Court
[In The Magistrates Court]

APPEAL FROM RICHLAND COUNTY
Court of Magistrates

Circuit Court Judge

Case No. 2014CV⁴⁰10504240

Midlands Property
Management
132 Harbison Blvd.Suite
301B
Columbia, SC 29212

Respondent,

RICHLAND COUNTY
FILED
2014 NOV 24 PM 2:42
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

v.

Yolanda Shatten and Benny
Shatten
232 Rivercreek Drive
Irmo, SC 29063

Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Midlands Property Management by depositing a copy of it in the United States Mail, postage prepaid, on November 18, 2014, addressed to Midlands Property Management, 132 Harbison Blvd. Suite 301B, Columbia, South Carolina 29212

November 18, 2014

Yolanda Shatten
141-F Pelham Drive Ste.114
Columbia, South Carolina 29209
(803) 546-5212
Pro'se Appellant

STATE OF SOUTH CAROLINA)

NOTICE OF APPEAL FROM MAGISTRATES

COUNTY OF RICHLAND)

2014CV10504240

Midlands Property Management)

132 Harbison Blvd. Suite 301B)

MOTION TO APPEAL

Respondent,)

v.)

Yolanda Shatten and Benny Shatten)

232 Rivercreek Drive)

Irmo, SC 29063)

Appellant.)

RICHLAND COUNTY
FILED
2014 NOV 24 PM 2:42
JEANNETTE W. MURPHY
C.C.P. & G.S.

TO THE RESPONDENT ABOVE-NAMED, you will please take notice that the Appellant will move before the presiding judge of the Circuit Court ten days after service of this motion for an Order to set aside the Order issued in this case against Defendant on November 18, 2014. The motion will be based upon, but not be limited to, the following:

-That the Order of Ejectment was issued in error as the decision in the case was based upon failure to pay rent in accordance with the provisions of the Residential Landlord Tenant Act 27-37-10 (Failure to Pay Rent) when the Defendant did make payment (See Attached Receipts for October 3, 2014 and October 29,2014);

-That the provision of the lease agreement relating to automatic notice upon failure to pay rent is inapplicable as the Plaintiff alleges that Defendant made a payment pursuant to a U.S. Postal Money Order(#21792652198) which was allegedly a fraudulent Money Order which would trigger the Returned Check clause of the lease agreement and allow the Defendant (6) days after the due date to make the instrument good (presumably after notice of the dishonor of the instrument);

-That Defendant never received notice of the dishonored instrument and was deprived of any opportunity to make it good as required by the lease;

2014 NOV 24 PM 3:09
JUTHERSON MAGISTRATE

-That failure of the Plaintiff to notify the Defendant of the dishonored instrument from June until November 2014 violated the provisions of the lease agreement and was improper;

- Contract contains un-enforceable late fee provision and did not contain saving clause thereby making the entity lease un-enforceable.

The motion will further be based upon the argument of counsel, legal memorandum, and any other evidence as the Court may allow.

Columbia, South Carolina
November 18th 2014

By: 

Yolanda Shatten

141-F Pelham Drive

Ste.114

Columbia, S.C. 29209

Telephone: (803)546-5212

Pro'se Appellant

STATE OF SOUTH CAROLINA)	NOTICE OF APPEAL FROM COMMON PLEAS
COUNTY OF RICHLAND)	REGARDING A CONVICTION IN MAGISTRATES OR
)	MUNICIPAL COURT
)	2014CV10504240
)	
Midlands Property Management)	
132 Harbison Blvd. Suite 301B)	MOTION PURSUANT TO RULE 59(E)
Respondent,)	TO ALTER OR AMEND JUDGMENT
v.)	
Yolanda Shatten and Benny Shatten)	
232 Rivercreek Drive)	
Irmo, SC 29063)	
Appellant.)	

RECEIVED
NOV 19 2014
SC Court of Appeals

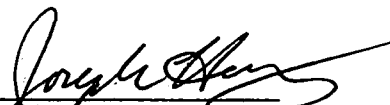
TO THE RESPONDENT ABOVE-NAMED, you will please take notice that the Appellant will move before the presiding judge of the Circuit Court Honorable Howard S. Barnes ten days after service of this motion for an Order to set aside the Order issued in this case against Defendant on November 18, 2014. The motion will be based upon, but not be limited to, the following:

- That the Order of Ejectment was issued in error as the decision in the case was based upon failure to pay rent in accordance with the provisions of the Residential Landlord Tenant Act 27-37-10 (Failure to Pay Rent) when the Defendant did make payment (See Attached Receipts for October 3, 2014 and October 29,2014);
- That the provision of the lease agreement relating to automatic notice upon failure to pay rent is inapplicable as the Plaintiff alleges that Defendant made a payment pursuant to a U.S. Postal Money Order(#21792652198) which was allegedly a fraudulent Money Order which would trigger the Returned Check clause of the lease agreement and allow the Defendant six (6) days after the due date to make the instrument good (presumably after notice of the dishonor of the instrument);

- Contract contains un-enforceable late fee provision and did not contain saving clause thereby making the entity lease un-enforceable.

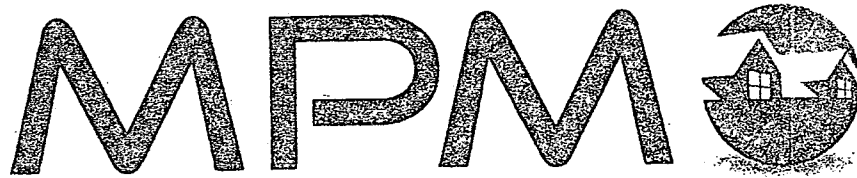
The motion will further be based upon the argument of counsel, legal memorandum, and any other evidence as the Court may allow.

JOSEPH HENR, P.C.

By: 

Joseph Henry
1708-B Richland Street
Columbia, S.C. 29201
Telephone: (803) 929-3484

Columbia, South Carolina
November 5, 2014



Midlands Property Management of SC

PAID RECEIPT

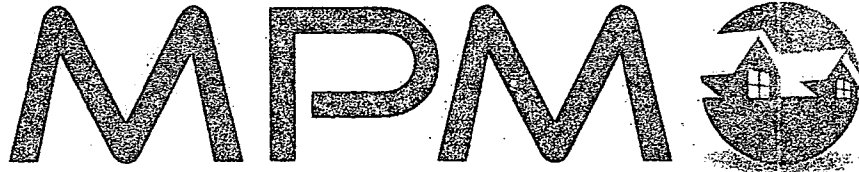
Date: 10-3-14

Amount: \$1800

Cash Check #: _____

Description: 232 Rivercreek - rent

Received by: K. Martin
Midlands Property Management



Midlands Property Management of SC

PAID RECEIPT


Date: 10-29-14

Amount: \$1750

Cash Check #: _____

Description: 232 Rivercreek - Oct Rent

Received by: K. Martin
Midlands Property Management

 UNITED STATES POSTAL SERVICE		POSTAL MONEY ORDER	
Serial Number	Year, Month, Day	Post Office	U.S. Dollars and Cents
21792652198	2014-06-05	29223	\$765.00
		SEVEN HUNDRED SIXTY-FIVE DOLLARS & 00/100	
Pay to	Address		Clerk
MPM	Harbison		0026
Memo	Address		
Security deposit for	Yolanda Shatter 232 Rivercreek Dr 289 Rivercreek Lane S.E. 29063		
© 2008 United States Postal Service. All Rights Reserved.		SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS	
⑆000008002⑆		21792652198	

#

STATE of SOUTH CAROLINA

DUTCH FORK MAGISTRATE'S COURT

COUNTY of RICHLAND

Midlands Property

Case No. 14-04240

Plaintiff

Vs. Yolanda Shatten
B Shatten

ORDER OF EJECTMENT

Defendant

(Hand delivered at Court)

The parties appeared before this Court on 11-18, 2014.

Pursuant to the fact that :

1. The Defendant is in arrears for rent and has no lawful defense.
2. The rental agreement has expired and the landlord is due possession.
3. Other circumstances: _____

2014 NOV 18 AM 11:29
DUTCH FORK MAGISTRATE

The Court herein awards possession of the subject premises to the Plaintiff and ORDERS the defendant(s) Y. Shatten & B. Shatten to vacate the property on or before Nov 23, 2014.

After the above date if the premises has not been voluntarily vacated within the 24 hour notice, a Deputy Sheriff may enter the premises and remove all property of the Defendant to a place at the nearest public roadway. Refuse collectors may remove the tenant's property after 48 hours or any time in the normal course of debris collection. **THIS ORDER EXPRIES 15 DAYS AFTER THE FINAL DATE LISTED ABOVE UNLESS WRITTEN NOTICE IS SUBMITTED AND RECEIVED BY THE COURT THAT THE TENANT IS STILL REMAINIG AT THE PREMISES OR THAT A CONDITION LISTED HEREIN IS VIOLATED.**

Be it so ORDERED this

11-17-14

Mel W. Maurer

Mel W. Maurer, Magistrate

1650
765
2415 + 40 Court \$2455

STATE of SOUTH CAROLINA

DUTCH FORK MAGISTRATE'S COURT

COUNTY of RICHLAND

Midlands Property Mgmt

14-04240
Case No. _____

Plaintiff

Vs.

Yolanda Yvette

ORDER OF EJECTMENT

Defendant

(Hand delivered at Court)

The parties appeared before this Court on Nov 4, 2014.

Pursuant to the fact that :

①

The Defendant is in arrears for rent and has no lawful defense.

2. The rental agreement has expired and the landlord is due possession.

3. Other circumstances: _____

2014 NOV -4 AM 11:44
DUTCH FORK MAGISTRATE

The Court herein awards possession of the subject premises to the Plaintiff and ORDERS the

defendant(s) Y Shatten B Shatten

to vacate the property on or before Nov 9, 2014.

After the above date if the premises has not been voluntarily vacated within the 24 hour notice, a Deputy Sheriff may enter the premises and remove all property of the Defendant to a place at the nearest public roadway. Refuse collectors may remove the tenant's property after 48 hours or any time in the normal course of debris collection.

THIS ORDER EXPIRES 15 DAYS AFTER THE FINAL DATE LISTED ABOVE UNLESS WRITTEN NOTICE IS SUBMITTED AND RECEIVED BY THE COURT THAT THE TENANT IS STILL REMAINING AT THE PREMISES OR THAT A CONDITION LISTED HEREIN IS VIOLATED.

Be it so ORDERED this

11-4-14

765⁰⁰

40

330

1135

owed plus Nov at 1650
Total

Mel W. Maurer, Magistrate