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STATE OF SOUTH CAROLINA  
COUNTY OF ORANGEBURG  
IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

RECEIVED

CASE NO. 2011 CP-38-1487  
2012 CP-38-0462  
2012 CP-38-0463

FEB 10 2015

SC Court of Appeals

LAKE MARION RESORT AND MARINA

ROBERT DAVIS, SHERYL DAVIS, EDWARD D. SLOTER,  
LANETTE SLOTER AND CHRISTINA FANT

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Eugene L. Ott	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Plaintiff <input type="checkbox"/> Self-Represented Defendant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):**  Rule 12(b), SCRCPP;  Rule 41(a), SCRCPP (Vol. Nonsuit);  Rule 43(k), SCRCPP (Settled);  Other
- ACTION STRICKEN (CHECK REASON):**  Rule 40(j), SCRCPP;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**  
 Affirmed;  Reversed;  Remanded;  Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court:

Wynya B. Clark  
CLERK OF COURT  
ORANGEBURG COUNTY, SC

ORDER INFORMATION

This order  ends  does not end the case.  
Additional Information for the Clerk :

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Lake Marion Resort and Marina	Christina Fant	\$5,146.84
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

*Handwritten signatures and dates:*  
MIE  
3077  
January 7, 2014





Defendants, Robert and Sheryl Davis were not available because of work issues. The second motion was for a change of venue based on the fact that this Court had previously ruled against the Defendants and treated them unfairly. The third motion was for a jury trial. As for the motion for a continuance it is denied; however, the Court ruled that as to the Defendant Slotter only the Court would allow her 15 days with which to provide this Court with evidence of her unavailability and would make a ruling if the Court would allow her to present additional evidence as to her case. The motion for a change of venue was denied on the basis that the motion lacked any merit and the motion for a jury trial was denied based on the fact that this case was referred to this Court to be heard by the Master in Equity by Order of Judge Edgar W. Dickson on July 1, 2013 and that the Defendant's had previously made the identical motion which was denied by this Court in an Order dated August 14, 2013. Said Order denying the Defendants motion for a jury trial was appealed to the South Carolina Court of Appeals and said appeal was dismissed by the South Carolina Court of Appeals by its Order dated March 13, 2014 and the Defendants Petition for a Rehearing to the South Carolina Court of Appeals was denied by its Order of September 30, 2014.

I find from the evidence presented by the Plaintiff and the testimony of the witnesses that at the time the eviction actions were filed against all of the Defendants, they each had month to month rental agreements with the Plaintiff. Also, each of the Defendants was properly notified and given the requisite 30 days notice that the month to month agreements with each of them was being terminated by the Plaintiff. I find further that the Defendant, Fant's, allegation that there was an agreement that she could stay in the leased spaces forever for the sum of \$350.00 per month for the two lots is without merit and her testimony lacks credibility and is not supported by the evidence presented and that no such agreement existed. Defendant, Fant, presented no evidence other than her own that such an agreement was reached between her husband and Danny Ellis. Mr. Ellis denied such an agreement and Mr. Fant did not testify.

OBM #2

Also, as to the Defendant, Fant, that even if the rental agreement was not a month to month lease and there had been some type of agreement, which this Court has found did not exist, the Plaintiff had good cause to evict this Defendant based on complaints of dangerous driving by the Defendant's son who resided with the Defendant, Fant, and the complaints about and the evidence showing the poor condition of the leased premises of the Defendant, Fant. Based on that evidence, Plaintiff had the right to evict the Defendant, Fant. The Defendant, Fant's statement that she and her husband did a lot of work around the campground and that the Plaintiff refused to accept rent from her are without credibility but even if true would have no bearing on the decision in this matter.

I also find that the Defendant, Fant admitted she owed at least 350 dollars per month rent for the two spaces she rented and based on that amount she owes a total of \$13,650.00 to the Plaintiff for rent during the pendency of this action. Giving her credit for the \$7,100.00 that she paid to the Court, \$1053.16 paid since November of 2011 to the Plaintiff and the \$350.00 money Order sent to the Plaintiff in December of 2014, the Defendant, Fant is now indebted to the Plaintiff in the amount of \$5,146.84 as of December 1, 2014. I also find that the \$7,100.00 dollars being held by Eugene L. Ott in the trust account of Bryant, Fanning & Shuler, LLP be released to the Plaintiff.

As to the Counterclaims of the Defendants, first for a violation of the terms of South Carolina Code section 27-40-910 prohibiting ejectment in retaliation, I find no evidence was presented of any retaliatory conduct on behalf of the Plaintiff. As to the second Counterclaim of the Defendants, intentional infliction of emotion distress, no evidence was presented that the Plaintiff treated the Defendants in any manner that caused them any emotional distress or that any of the Defendants suffered any emotional distress. As to the Defendants' third Counterclaim for trespass, I find that no evidence was presented as to any trespass by the Plaintiff on the property rented to any of the Defendants. Therefore, I find there was no competent evidence supporting any of the Defendants' Counterclaims and all should be dismissed with prejudice.

ARB #3

### CONCLUSIONS OF LAW

I therefore conclude as a matter of law that the Defendant's motion for a jury trial and motion for a change of venue are denied, The motion for a continuance is also denied; however, the Defendant, Sloter is given 15 days from the date of this Order to produce evidence to this Court that for medical reasons she could not attend the hearing on December 17 at 2PM and that she should be allowed to present evidence as to her case only to this Court. Defendants, Davis, simply chose not to appear even though they had sufficient notice of the hearing. The Court further notes that they had chosen not to attend previous hearings as well. I find as a matter of law that pursuant to S. C. Code Ann. Section 27-35-30(2007) the rental agreements between the Plaintiff and the Defendants were month to month tenancies and could be terminated for any reason or even no reason by the Plaintiff by giving the Defendants 30 days notice. Therefore, the Defendants should be ejected. I find further as a matter of law as to Defendant, Fant, the Plaintiff had good cause to evict her even if there had been some type of agreement. Koon v. Fares, 666 S.E.2<sup>nd</sup> 230, 379 S. C. 149(S.C. 2008) and Weinberg v. Wallace, 442S.E.2<sup>nd</sup> 211, 314 S.C. 183 (S.C. App. (1994). The Defendant, Fant, was also obligated to pay rent to the Plaintiff during the time this action has been pending. That the funds held in trust should be turned over to the Plaintiff and the Defendant, Fant is indebted to the Plaintiff for the further sum of \$5,146.84. As to the counterclaims filed by the Defendants as a matter of law they are not supported by any competent evidence and are dismissed with prejudice.


**NOW, THEREFORE IT IS ORDERED** that:

The Defendants are hereby evicted from the premises and shall have 30 days from service of this Order to vacate the premises. The Defendant, Sloter, shall have 15 days from service of this Order to provide evidence of her inability to attend the hearing on December 17, 2014 and ask this Court to receive evidence as to her case only. The \$7,100.00 held in trust which was previously paid by the Defendant, Fant to the Court

JBM #4

and on the courts direction held in trust by the Plaintiff's attorney shall be turned over to the Plaintiff to be applied to past due rent and that the Defendant, Fant shall additionally pay to the Plaintiff the sum of \$5,146.84 for past due rent. Further all of the counterclaims of the Defendants against the Plaintiff are dismissed with prejudice.

**AND IT IS SO ORDERED.**

  
James B. Jackson, Jr.  
Master in Equity for  
Orangeburg County

Orangeburg, South Carolina  
January 7, 2015

*JB#5*