

**APPELLANT'S NOTICE OF OPPOSITION TO
NOTICE OF APPEARANCE OF COUNSEL**

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

RECEIVED
JUL 08 2015
SC Court of Appeals

APPEAL FROM LANCASTER COUNTY
Court of Common Pleas

Philip E. Wright, Special Referee

Case No. 2013-002373

H & R Block Bank, FSB,

Respondent

v.

Ziraili M Elbey, a/k/a/ Ziraili Mohassan El Bey, WKFC Living
Trust Under Trust Agreement dated June 4, 2010 by and
through its Trustee Wellesley K. Clayton and American Home
Mortgage Servicing, Inc. s/b/m to Option One Mortgage
Servicing, Inc. s/b/m to Option One Mortgage Corporation,
Defendants,

Appellant

Of Whom Ziraili M. Elbey is the Appellant.

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Come now Appellant, Ziraili M Elbey, a natural born woman on the land, not an attorney, hereby states that more than two hundred and ninety days (290+) have passed, after the filing of Appellant's SCACR 208 **initial brief**, SCACR 209 **designation of matters, final brief** and other pertinent materials previously documented in this case. Whereas, Brock and Scott, PLLC still remain counsel of record, however, Brock and Scott PLLC appear to deliberately delay moving this Appellate case forward a timely manner.

The first, the general rule is that a lawyer with a law firm assigned to a case has a valid responsibility to the client by establishing an attorney-client relationship which impliedly stipulates to carry a case to termination. *Graham u. Town of Loris*, 272 S.C. 442, 452, 248 S.E.2d 594, 599 (1978).

Whereas Brock and Scott, PLLC delaying court tactics is just that by bringing in as many different attorneys through NOTICE OF APPEARANCE representing H & R Block Bank, FSB and or Nationstar Mortgage LLC (hereafter refers as H&RBB, and NSMLLC), as another counsel for Respondent in Appellant's case no. 2013-002373. Appellant vehemently **objects** to any new counsel being added in this Appellate case. It now appears that two attorneys have filed notices of appearance with this Appellate Court and are awaiting orders from this Appellate court. Those attorneys namely Robert A. Muckefuss, and Trent M. Grissom. The question is not whether they are registered to practice law in South Carolina, that too, but whether they aware that Brock and Scott PLLC are counsel of record and yes McGuireWoods attorneys too need to be registered to practice in South Carolina courts. Again, Appellant **objects** to any new counsel appear on record at this late stage in case no. 2013-002373.

The only Respondent in this Appellate case is H & R Block Bank, FSB as seen in the caption above and as seen in the caption of the SC Court of Common Pleas lawsuit **complaint** filed by Brock and Scott, PLLC for H & R Block Bank, FSB in case no. 2011-CP-29-00035, dated January 14, 2011 which resulted in a foreclosure are fully responsible for this Appellant's lost of land and home. H&RBB and NSMLLC never signed a written contract nor requested foreclosure arbitration to contract with Appellant, Ziraili M Elbey; therefore, H & R Block Bank, FSB in case no. 2011-CP-29-00035 dated January 14, 2011

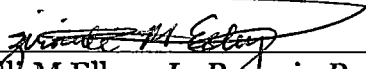
was the only Plaintiff in the aforementioned foreclosure case. No contract existed between H&RBB nor NSMLLC and this Appellant. Pursuant to S.C.Code Ann. § 15-48-10(a). *See, e.g., Alderman v. Bivin*, 233 S.C. 545, 552, 106 S.E.2d 385, 389 (1958) (A contract may be rescinded on grounds of unilateral mistake if the mistake was "induced by the fraud, deceit, misrepresentation, concealment, or imposition in any form of the party opposed in interest to the reformation or rescission, without negligence on the part of the party claiming the right."); *Richardson's Restaurants, Inc. v. National Bank of S.C.*, 304 S.C. 289, 297, 403 S.E.2d 669, 673 (Ct.App.1991) ("At common law, a party to a contract cannot avoid it on the ground that he/she/it made a mistake if there has been no misrepresentation, there is no ambiguity in the terms of the contract, and the other party has no **notice** of the mistake and acts in good faith. An erroneous impression taken up from the suggestion of the party's own mind does not relieve him/her/it from the contract.") (citations omitted); *see also Smothers v. United States Fidelity & Guar. Co.*, 322 S.C. 207, 210, 470 S.E.2d 858, 860 (Ct.App.1996) ("It is the general rule that a court of equity will not, where a mistake of law is disclosed, grant relief from the consequences thereof in the absence of fraud or unduly influence.").

Appellant, Ziraili M. Elbey never signed written **contract** with H&RBB nor NSMLLC nor did **foreclosure arbitration** occur in the conduct of this case. This request will violate SCACR 209 & 210(c), the Record on Appeal since the designation of matters, and **final brief** were previously submitted in a timely manner. This request is a thinly-veiled attempt to circumvent due process of this Appellant's case. It is untimely, improper and should be denied as NSMLLC was not a Plaintiff in the lower court and neither was McGuireWoods Law firm consul of record.

improper and should be denied as NSMLLC was not a Plaintiff in the lower court and neither was McGuireWoods Law firm consul of record.

For these reasons, Notice of Appearance of Counsel request for Appellate case as Respondent in case no. 2013-002373 should be denied. Appellant fully **objects** to any new counsel in this case after submission of **final brief three months ago**. Brock & Scott, PLLC have not submitted a motion to withdraw, in other words, Brock & Scott, PLLC Chad W. Burgess, Esq. continues as counsel for H&RBB for all purposes until the judgment is satisfied, unless he retires in the meantime by leave of court, and so long as his name appear there, Appellant has the right to treat him as the authorized attorney. “Culbertson 322 S.C. at 24, 471 S.E.2d at 165 (1996) (emphasis in original) (citations omitted).

July 06, 2015

By: 
Zira M Elbey, *In Propria Persona*
9789 Charlotte Highway, #400-191
Ft. Mill, South Carolina, 29707
(803) 233-2665

Cc: File
Brock & Scott, PLLC
McGuireWoods

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Appellant

Of Whom Ziraili M. Elbey is the Appellant.

PROOF OF SERVICE

I certify that Brock & Scott, PLLC, Attn: Chad Burgess, 3800 Fernandina Rd., Ste 110, Columbia, South Carolina, 29210 and Robert A. Muckefuss, and Trent M. Grissom, McGuireWoods at 210 North Tryon Street, Suite 3000, Charlotte, NC 28202-4011 received a copy of the **APPELLANT'S NOTICE OF OPPOSITION TO NOTICE OF APPEARANCE OF COUNSEL** by depositing a copy of it in the U.S. Mail, postage prepaid, on July 06, 2015 addressed to above counsel listed and this Appellate Court.

July 06, 2015

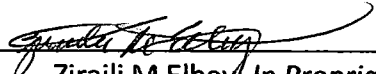
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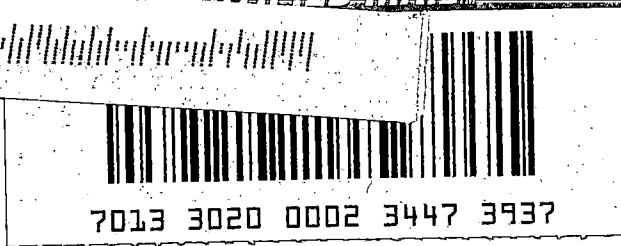
Certificate of Appellant

The undersigned hereby certifies that the **APPELLANT'S NOTICE OF OPPOSITION TO NOTICE OF APPEARANCE OF COUNSEL** contain all material as listed and copies previously submitted and proposed to be included by any of the parties and not any other material.

July 06, 2015

By: 
Ziraili M Elbey, *In Propria Persona*
9789 Charlotte Highway, #400-191
Ft. Mill, South Carolina, 29707
(803) 233-2665

978
400-191
Ft. Mill, SC 29707



Appellate Clerk of Court
Tenny Abbott Kitching
South Carolina Court of Appeals
1015 Sumner Street
Columbia, SC 29201

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