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**FORM 1
NOTICE OF APPEAL IN A CIVIL CASE**

RECEIVED

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

SEP 26 2016
SC Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Cheryl Graham, Clerk of Court

Case No. 2016-CP-18-1273

Tracy Ramey

Respondent,

v.

Laura A. Lehr

Appellant.

NOTICE OF APPEAL

Laura A. Lehr appeals the order [judgment] of the Honorable Katrina Lynn Patton, dated September 22, 2016. Appellant received written notice of entry of this order [judgment] on September 22, 2016.

September 22, 2016

s/ Laura A. Lehr
Laura A. Lehr
9 Duchess Ct.
Summerville, South Carolina 29485
(843) 670-1854
Appellant

Other Counsel of Record:
M. Chase Payne
280 Steven Farms Drive, Suite A
Daniel Island, SC 29492
Attorney for Respondent
(843) 606-5700

**FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL**

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

APPEAL FROM DORCHESTER COUNTY
MAGISTRATE COURT

Katrina Lynn Patton, Chief Magistrate

Case No. 2016-CV-181030-2778

Tracy Ramey.

Respondent,

v.

Laura A. Lehr,

Appellant.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Tracy Ramey by depositing a copy of it in the United States Mail, postage prepaid, on September 22, 2016, addressed to her attorney of record, M. Chase Payne, 280 Seven Farms Drive, Suite A, Daniel Island, South Carolina 29492 [by depositing a copy of it to his attorney of record, M. Chase Payne, at his office at 280 Seven Farms Drive, Suite A, Summerville, South Carolina 29492, on August 5, 2016].

September 22, 2016

s/Laura A. Lehr
Laura A. Lehr
9 Duchess Ct.
Summerville, South Carolina 29485
(843) 670-1854
Appellant

RECEIVED

SEP 26 2016

SC Court of Appeals

STATE OF SOUTH CAROLINA

2016-CP-18-1273
COMMON PLEAS CASE NUMBER

COUNTY OF DORCHESTER

2016-CV-181030-
2778
MAGISTRATE CIVIL CASE NUMBER

Tracy Ramey

RESPONDENT(S)

MOTION PURSUANT OF RULE 241

VS.

RECEIVED

Laura A. Lehr

APPELLANT(S)

SEP 26 2016

SC Court of Appeals

I Laura A. Lehr filed an appeal to The South Carolina Court of Appeals on August 14, 2014 appealing the motion to reconsider my bond to stay. On September 16, 2016 I received in my mail that in order for the ejection to be stayed, Appellant must "sign an undertaking that (s)he will pay to the landlord the amount of rent...as it becomes due periodically after judgement was entered." The notice stated that I had five days of the date of this order, yet the balance of the bond was direct deposited in the landlords account via bank transfer which they received on September 21, 2016 and I at the time have not received the paperwork from the Respondents attorney to sign regarding the rent. According to rule 241 (c)(3) and 241 (c)(4) that the terms of that order continue in effect during the pendency of the appeal unless modified or revoked by the lower court, the administrative tribunal or the appellate court or judge or justice of the appellate court which issued it, or by a superior court. The granting of any relief pursuant to this Rule shall not be construed to affect the validity of the judgment, order, decree, decision and any liens until the judgment, order, decree or decision is reversed or modified by the appellate court.

At this same time I am in process of filing a lawsuit in the Magistrate's Court against the landlord for failure to maintain and repair the air conditioner, install a door on the second bedroom, repair the garage door which was damaged and we reported to our insurance company and they sent payment to said landlord to fix and we also notified them of mold in the second bedroom carpet that is getting worse and my child is not having breathing problems. According to South Carolina Tenant Landlord Act Section 27-40-640 we have the right to withhold rent

until repairs are made the landlord has been notified continuously about these conditions since May of 2016 and has not contacted us regarding such repairs.

I am asking the court to invalidate the Writ of Ejectment upon the actions that the bond was paid and the landlord has not given the correct and accurate information to the court and also has not fulfilled their obligations to maintain the premises in livable conditions. I am putting in the mail check # 2062 for 25.00.

I Laura A. Lehr filed an appeal to the Circuit Court on June 17, 2016 from the Application for Ejectment filed in the Magistrate's Court Respondent/Landlord. Thereafter pursuant to S.C. Code §27-40-800, the Magistrate held a Bond to Stay Execution on Appeal hearing on July 28, 2016. On July 28, 2016 at 2:00pm I was to attend the Bond to Stay hearing, but at 11:00am I was in the hospital due to health issues and notified the Clerk of Court at that time and asked for a continuance. The Clerk of Court informed me that they needed proof faxed to them that I was there. I gave the information to my nurse and informed him of the information and told him that documentation had to be sent over before 1:30pm. The nurse returned and informed me all was taken care of which was at 1:30pm.

On Sunday July 31, 2016 at 3:30pm my ex-husband David Lehr received a text message stating the following: "David not sure if your aware or not but Laura failed to post bond on Friday July 29, 2016 so you should be getting an eviction notice on your door within 48 hours which will give you 24 hour notice to vacate your belongings. Just want you aware for your kid's sake." After hearing this I called them first thing on Monday morning and asked what was going on. The Clerk informed me that they didn't receive my admission to the hospital till 2:15pm, at that time I said can I appeal and she said yes so we drove to St. George. The Clerk of Court in St. George said I can't appeal, but I could go back to the Magistrate's office and file a Motion to Reconsider. We filed the Motion to Reconsider and were given a date of August 3, 2016 at 2:00pm. I tried to plead my case and also tried to inform the judge that the Ramey's calculations were incorrect on how much we owed and even had all my receipts.

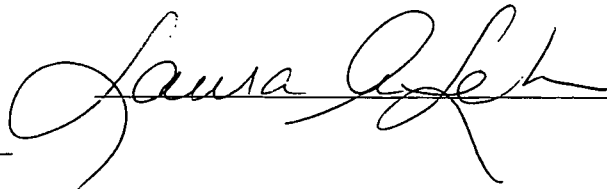
On Thursday July 28,2016, Judge Patton set bond in the amount of eight hundred and fifty dollars (\$850.00),to be paid by 12:00 PM NOON on Friday, July29, 2016.

According to Section 27-37-130 Bond to Stay Ejectment on Appeal an appeal in an ejectment case will not stay ejectment unless at the time of appealing the tenant shall give an appeal bond as in other civil cases for an amount to be fixed by the magistrate and conditioned

for the payment of all costs and damages which the landlord may sustain thereby. In the event the tenant shall fail to file the bond herein required within five days after service of then notice of such appeal shall be dismissed by the trail magistrate.

According to the order dismissing by appeal pursuant to S.C. Code §27-37-13, the stay of execution shall dissolve, and my appeal to the Circuit Court is hereby dismissed. I ask that you reverse both courts decisions due that I was not given the required five days to post my bond according to S.C. Code §27-37-130 I was only given one day.

On August 3, 2016 the balance of the bond when I appeared in court was only \$350.00 which the Respondents attorney agreed.

_____ 



**First
Citizens
Bank**

Deposit/Payment/Withdrawal RECEIPT

All items received as deposit or payment are subject to the terms and conditions of the Bank's Deposit Account Agreement. Initial crediting of dollar amount recorded on receipt is provisional. Each depositor's payment is subject to our subsequent verification and adjustments will be made to your account as necessary.

21-007575 (01/14)

8/02/16 276012 0100 XXXXXXXX1009 DD \$500.00

Thank You For Banking With First Citizens.



BofA Core Checking - 7687: Account Activity Transaction Details

Post date: 09/21/2016

Amount: -350.00

Type: Transfer

Description: TRANSFER LAURA LEHR:tracy ramey
Confirmation# 0247223865

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)
)
)
)
)

2016CV1810302778
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT

WRIT OF EJECTMENT

Tracy Ramey
3003 North St
Beaufort, SC 29902

PLAINTIFF(S)

Vs
Laura Lehr
9 Duchess Ct
Summerville, SC 29485

DEFENDANT(S)

TO THE SHERIFF/MAGISTRATE'S CONSTABLE:

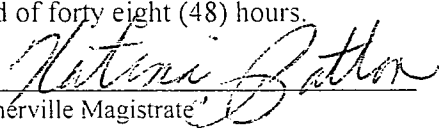
Upon Judgment of this Court, rendered on September 20, 2016, you are hereby Ordered to proceed to the premises located at **9 Duchess Ct Summerville, SC 29485.**

Announce your identity and purpose and serve on the defendant(s) and all occupants a copy of this Writ of Ejectment. Inform them they have **twenty four (24) hours to voluntarily vacate** the premises. **If the premises appear unoccupied and no one responds** to your announced identity and purpose, the Writ of Ejectment shall be served by securely attaching a copy of the Writ in a conspicuous place on the premises.

If after 24 hours following the service or posting of the Writ, the occupants have not voluntarily vacated the premises, **a deputy sheriff may enter the premises** using only as much force as is necessary to effectuate the Ejectment.

Upon gaining access, you shall **remove from the premises any occupants and all items of personal property found on the premises. Such property may be deposited beside the public street or roadway.** All personal property removed from the premises and placed on a public street or roadway may be removed by the proper local government agency after forty eight (48) hours, excluding Saturdays, Sundays, and holidays. Such property may also be removed in the normal course of debris or trash collection before or after a period of forty eight (48) hours.

September 20, 2016


Summerville Magistrate

J. DAVIS, being duly sworn state that:

I personally served a copy of this Writ on _____, an occupant of the rental unit

On 22 Sept 20 16, at 1410 the rental unit appeared unoccupied and no one responded when I announced my identity and intentions. I attached a copy of this Writ to a conspicuous part of the premise.

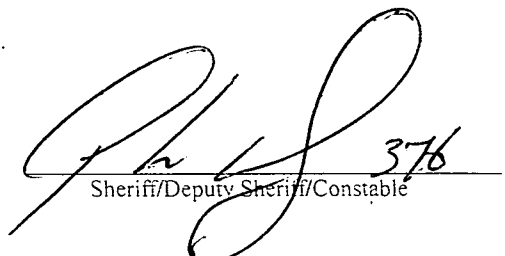
On _____ 20____, at _____, which was not less than 24 hours from the posting date and time, I returned to the rental unit for the purpose of ejectment.

Under my supervision, I had all persons and personal property removed and evicted from the rental unit placing all personal property beside the roadside.

The rental unit was unoccupied. The Tenant and all occupants had vacated the unit.

Informed by Plaintiff that case is settled.

Date: _____, 20____


Sheriff/Deputy Sheriff/Constable