

STATE OF SOUTH CAROLINA)
)
COUNTY OF ORANGEBURG)
)
Le Feather, LLC and Son Van Le,)
)
Plaintiff,)
)
v.)
)
Tuyet L. White,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
IN THE FIRST JUDICIAL CIRCUIT
CASE NO.: 2012-CP-38-00453

Winnifera B. Clark

CLERK OF COURT
ORANGEBURG COUNTY, SC

ORDER ON MOTION

RECEIVED

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SC Court of Appeals

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WINNIFERA B. CLARK
2016 NOV -3 AM 11:31
CLERK OF COURT
ORANGEBURG, SC

This matter came before on a Rule 59(e) of the South Carolina Rules of Civil Procedure Motion for Reconsideration timely filed by the Defendant's counsel. This Motion was filed on July 29, 2016, after service of this Court's Final Order on July 18, 2016.

The Defendant failed to prove any business between the parties. Practices between the parties were irregular, inconsistent, confusing and contrary to a business arrangement of any kind. No business relation was ever formed other than the "clothing business" which was dissolved prior to this litigation and involved the parties selling their own clothes out of the same rented location.

The Defendant failed to prove any interest in the Rhoad Street property, the Titled residence of the Plaintiff. No credible or probative documentation of loans or titles was presented by the Defendant in support of ownership and the Title to the Rhoad Street property. The Rhoad Street property remains as it was before the subject litigation titled to the Plaintiff. The Defendant failed to prove any interest in said property by the greater weight of the evidence. The Defendant never sought an action asserting the Rhoad Street property until the Plaintiff sought her eviction from the business property. When asked about sums of money transferred to

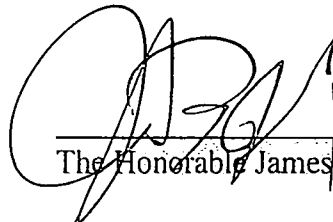
JRM #1

the Plaintiff without documentation of a loan the Defendant consistently testified she made those transactions because "she loved the Plaintiff." Once again not a business structure or association on proof of a jointly owned business.

The evidence concerning occupancy by the Defendant supported only a tenancy at will supported by monthly payments marked in the memo section of the check payments as rent. The parties paid rent to the prior owner of the property in a similar amount. The Defendant continued to pay rent to the Plaintiff after his purchase. The Defendant failed to prove a single mortgage payment, tax payment or insurance payment on the subject property located at 1717 St. Matthews Road, Orangeburg, South Carolina. The Defendant operated several businesses and currently owns her home and still withdraws from Le Feather, LLC, and consistently failed to assert title, pay mortgage debt, taxes or insurance on the business property. The Defendant was Ordered to pay \$1,000.00 per month after the hearing before this Court on December 18, 2013, and paid only one (1) month rent check, in total disregard of the Court Order. The payments of rent were consistent with rent paid before the property was purchased by the Plaintiff's LLC and the Defendant has failed to pay as Ordered.

The Defendant's Rule 59 Motion is denied. The Defendant is not entitled to continued possession and should immediately vacate the premises having held over with only one (1) payment of \$1,000.00 rent one (1) time since December 18, 2013. This rent payment was Court Ordered and substantially ignored by the Defendant.

Dated: October 26, 2016
Orangeburg, South Carolina


The Honorable James B. Jackson

 #2