

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BERKELY COUNTY
Court of Common Pleas

Dale Van Slambrook, Master In Equity

Case No. 2015-CP-08-00965
Appellate Case No. 2016-002234

PrimeLending, A
PlainsCapital Company,
Respondent

Respondent,

v.

Ronnell Demar Walker a/k/a
Ronnell D. Walker; and South
Pointe Homeowners Association
Defendants, Of whom Ronnell
Demar Walker a/k/a Ronnell D.
Walker is the Appellant

Appellant.

FINAL BRIEF

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SEP 05 2017

SC Court of Appeals

I Am: Ronnell Demar Bay
~~Authorized Representative~~
Natural Person, In Propria Persona:
Ex Relatione RONNELL DEMAR WALKER
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U.C.C. 1-207/ 1-308; U.C.C. 1-103
Tunis Territory
C/o 412 Eastover Circle
Summerville, SC [29483]
Non-Domestic

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STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COURT ERR IN GRANTING SUMMARY JUDGEMENT OF FORCLOSURE WITHOUT SUFFICIENT VALIDATING EVIDENCE?
2. DID THE TRIAL COURT VIOLATE MY CONSTITUTIONAL RIGHTS TO DUE PROCESS AND EQUAL PROTECTION OF THE LAW?
3. DID THE TRIAL COURT VIOLATE MY CIVIL RIGHTS BY ACTING UNDER COLOR OF AUTHORITY?
4. DID THE TRIAL COURT DENY ME THE RIGHT TO FACE MY ACCUSER?

STATEMENT OF THE CASE

1. On April 17, 2015, PrimeLending A PlainsCapital Company sent documents alleging that I owed a debt for an alleged loan that I received from them, which said documents contained no validated proof of loan.. (U.S.C. Title 18 § 473) (Clearfield Trust Co. v United States 318 U.S. 363-371 1942)
2. On February 1, 2016 a Writ in the Nature of Discovery and Disclosure was sent certified mail, return receipt to Nikole Haltiwanger , Rogers Townsend & Thomas P.C. & The Representatives of PrimeLending A PlainsCapital Company requesting certified and verified official copies of all alleged loan related documents to make a physical inspection and verify and Witness

the same in order for me to prepare a proper defense. This was a Lawful Demand and Request, and issued under the rules of Discovery, It was further stated to provide the information within twenty (20) days of receipt of this Notice of Discovery and Disclosure (R. p 2).

3. On February 4, 2016, Nikole Haltiwanger, Rogers Townsend & Thomas P.C. & The Representatives of PrimeLending A PlainsCapital Company received the Writ in the Nature of Discovery and Disclosure (R. p. 7).

4. On March 9 2016, thirty five days (35) after the Writ in the Nature of Discovery and Disclosure was sent certified mail return receipt to Nikole Haltiwanger , Rogers Townsend & Thomas P.C. & The Representatives of PrimeLending A PlainsCapital Company. The Notice of Default Judgment was submitted as the request made was not honored (R. p. 9).

5. On April 18, 2016, I sent a Follow up to Discovery allotting defendant an additional ten (10) days to produce the documentation in order for me to prepare a proper defense (R. p. 14).

6. On April 19, 2016, I made a special appearance to clear up this matter, I advised Dale Van Slambrook (Master in Equity) that a Writ in the Nature of Discovery and Disclosure was submitted and received by Nikole Haltiwanger ,Rogers Townsend & Thomas P.C. &The Representatives of PrimeLending A PlainsCapital Company with a copy to Brinkley Law Firm LLC (Attorney Stephanie Brinkley who was representing me a that time) and that Plaintiff at this time was in Default of their obligations to answer, at which time Dale Van Slambrook (Master in Equity) (against my demands) ordered Nikole Haltiwanger,Rogers Townsend & Thomas P.C. & The

Representatives of PrimeLending A PlainsCapital Company to answer the Discovery request within ten (10) days, being that they had neglected to answer.

7. On May 16, 2016, I filed a motion to compel accompanied by the original Discovery and Disclosure Affidavit (R. p. 18).

8. On June 17, 2016 (31 thirty-one days later) and three (3) months after initial receipt of Discovery and Disclosure documents, I received a response from defendant Erica G Lybrand and PrimeLending A PlainsCapital Company in which Discovery was answered with General objections and with documentation that were sent intentionally blackened out. To which I responded with an Affidavit of fact advising Plaintiff of their duties as trustee and moved to have the case dismissed under FRCP 12b(6) (R. p. 22).

9. On August 24, 2016 I made a special appearance at a hearing on a Motion to Compel to which Dale Van Slambrook (Master in Equity) allotted defendant an additional fifteen (15) days while disregarding the FACT that defendant is in default to answer the court order Compel Discovery request to which I was still denied documentation on the alleged grounds that the information was irrelevant. (in violation of SCRCP 401 "relevant evidence").

10. On October 13, 2016 the day of the final hearing I was handed a reply dated October 2016 from the Court of Common Pleas stating the following: "MOTION DENIED in part and GRANTED in part. To which said motion still denied me the lawfully requested documentation (R. p. 53).

I Ronnell Demar Bey was also subjected to a witness brought forth by Erica G Lybrand that admitted under oath that he possessed no first hand knowledge of any financial injury to PrimeLending A PlainsCapital Company (R. p. 71, lines 1-17).

11. Dale Van Slambrook (Master in Equity) made a summary JUDGEMENT on October 18 2016 and ordered the unlawful sale of my private property to commence on December 7 2016, without ever obtaining any documents that validated any loan was ever issued or that the alleged defendant was the holder in due course of the alleged documents (R. p. 77).

FACTS

The facts of this case are that Dale Van Slambrook, By Virtute Officii, color of law and Breach of Trust caused me great injury through abuse of office and negligence. Erica G Lybrand and Prime Lending a Plains Capital Company Using Fraud, Negligence, Slander, Breach of Trust, unprofessional Conduct and unfair practices deprived me of my constitutional secured rights to DUE PROCESS OF LAW, THE 5th, 6th and 9th amendments of The Constitution for The United States of America Republic and The South Carolina Constitution Article 1 Sections 1, 2, 3, 4, 10, 11, 13, 14, 16, 22, 23 by:

1. Not answering the lawful demands issued under the rules of discovery. The information contained in my Motion for Discovery and Disclosure are vital questions and demands, it has taken over the period of approximately 1 year and 6 months to which I have still been denied my lawful requests, defendants have had ample time and opportunity to provide me with Material evidence such as instruments, documentation and a factual witness in order for me to prepare a proper defense for a Fair and impartial Trail, to which I have been repeatedly denied.

2. The State of South Carolina Senate Bill 702 specifically states, The Servicer Prime Lending a Plains Capital Company owes the homeowner the duty of utmost care, honesty, loyalty and full disclosure of all material facts, also see Rule 26 of the Federal Rules of Civil Procedure. I have been denied my right to every available remedy in state court. Furthermore as lawfully stated in Senate Bill 702, I was never given anything or told about any Mediation process.

3. Dale Van Slambrook has ordered the fraudulent sale of my property violating my Civil Liberties without a proper investigation as to who owns both the alleged 'NOTE' and 'MORTGAGE'. United States Supreme Court case of Carpenter v Longen, absent a loss, a claimant has suffered no injury. Unless a claimant can colorably assert a loss, it lacks standing. See Lujan v. Defenders of Wildlife, 504 U.S., 560 (1992) an injury is a required element of constitutional standing. In the BP litigation, the Circuit Court of Appeals just issued a ruling on the same topic. And that inevitably leads to questions of who owes what, when and why. I am a Sundry free Moor on the land of my ancestors outside the ten square mile radius of the District of Columbia United States Corporation. The simple holding is obvious who is the true holder in due course. Merely having paperwork doesn't mean you have a legitimate claim.

4. In Carpenter v Longen it stated the requirements quite plainly. The Supreme Court decision "clearly supports the notion that the Plaintiff must own the Note and Mortgage at the time the Complaint was filed." Erica G Lybrand never proved this after several of my attempts through original discovery and compelled discovery to obtain the material facts and other supportive evidence showing where the alleged money came from and factually did Prime Lending a Plains

Capital Company actually lose anything.. Using false or fraudulent evidence involves a corruption, see United States v. Agurs , see also Miller v. Pate, Darden v. Wainwright, Improper Argument and Manipulation or misstatement of evidence violates due process, Cf. Mesarosh v. United States.

Prime Lending a Plains Capital Company has proved no valid claim. Because of the fraud and deprivation of my constitutional rights by virtute officii abuse and negligence. I have claim to sue the bond of Dale Van Slambrook. Also bring suit against Prime Lending a Plains Capital Company, Erica G Lybrand for engaging in unprofessional Conduct, fraud and Negligence.

If the lawsuit is based upon a loan you must allege that the loan was made. If their action is based upon acquisition of the loan you still must allege that the loan was made and that they actually paid for acquisition of the loan. Otherwise the claim is speculative, fraudulent and cannot invoke the jurisdiction of the Court. Without that the second requirement is impossible to meet — that you have suffered damages as a result of the making the loan and the borrower not repaying it. These are not mere empty recitals. Without them, no lawsuit can continue.

The basis for a trial in which the evidence would be presented would be the Complaint. If the Complaint requires that ownership of a real loan be present at the time the Complaint is filed then the Court's jurisdiction has never been invoked. The Court has no choice as it is plain on its face that there has been a deprivation of my rights and civil liberties. And the reason for this is that it is very well-settled that when you bring a matter to court that there must be an actual controversy and a plea for relief that can be legally granted. Crawford vs Washington supports this by preserving my right to face or confront the witness or accuser against me and physically cross examine him or her, protected by the 6th amendment and article 1 section 14 and 23 of the state constitution producing

the signed, sworn Affidavit and written oath with the true facts of how I allegedly injured him or her; also see Haygood vs State.

I have been denied my 6th amendment right to face my accuser, a man or woman with hands and legs and have been confronted with a false witness brought in fraudulently by Erica G Lybrand who knowingly and negligently possesses no firsthand knowledge of the facts to testify that anyone has suffered any personal financial injury. It is also important to note that I requested evidence from the servicers Prime Lending a Plains Capital Company to insure that the chain of title was not bifurcated.

Fannie MAE, Freddie Mac and MERS are known for the fabrication of instruments after the filing of the lawsuit for the express purpose of the lawsuit. Furthermore Harlow v. Fitzgerald (points) inter alia= among other things. Executive officials in general are usually entitled to only qualified or good faith immunity. Such immunity is not available if the official asserting the defense took the action with malicious intention to cause a deprivation of constitutional rights or other injury see Wood v. Strickland.

Constitutional requirements of due process apply to garnishment and prejudgment attachment procedures whenever state officers act jointly with a private creditor in securing the property in dispute. Sniadach v. Family Finance corp.

The U.S. Supreme Court has apparently never retreated, from the precedent and merits set in Carpenter v Longen this means that the trial court was saying that this issue was decided years ago, it

is the law of the land and it overrides any state court that would rule otherwise.

Injury:

Due to the above mentioned facts the failure of the court to recognize that they must apply the rule of law resulted not only in the foreclosure of my property, but the foreclosure of my ability to negotiate a settlement with an undisclosed equitable creditor, or with the alleged legal owner of the loan in the property records. We(my family) have suffered extreme mental anguish and loss of time from work including but not limited to doctor visits and extreme migraines, I have also suffered from Slander, being that Dale Van Slambrook has caused my home to be listed for sale by color of law. And my family has undergone tremendous stress and tension By Virtute Officii of Dale Van Slambrook fraudulent actions and Erica G Lybrand fraudulent, wanton and negligent practices.

Relief

WHEREFORE, I the plaintiff(s) would like the court to grant a new, fair and impartial trial to void and vacate the court order(s) based on the established precedents of the stare decisis voiding the sale of my home and resolve this Matter Peacefully if Possible, if Prime Lending a Plains Capital Company cannot produce evidence that support they have personally lost anything (financial injury) pertaining to the loan and have a valid claim. And request/Pray judgment against defendant(s) Prime Lending a Plains Capital Company, Dale Van Slambrook and Erica G Lybrand for economic, Civil Tort, \$270,000.00 and psychological damages of \$2500.00 as well as compensatory damages of \$150,000.00 plus costs and fees in the Amount of \$5000.00 and respectfully ask this Court for leave to move for punitive damages. I was violated by fraud, negligence, unprofessional Conduct and never contacted about any mediation process or given the proper notices that would have allowed

me the ability to properly negotiate. Which caused a deprivation of my civil liberties; and constitutional secured rightst to Due process and a fair and impartial trial.

ARGUMENTS


- I. Respondent Erica G Lybrand Representing PrimeLending A PlainsCapital Company has not proven that he/she has suffered any Personal Financial injury for which relief can be granted with any factual documentation to date.
- II. Respondent Erica G Lybrand Representing PrimeLending A PlainsCapital Company has repeatedly violated my Civil Liberties and denied me my Constitutionally Secured Rights to Due Process by Testifying that the LEGAL and LAWFUL request made by Affidavit of Discovery and Disclosure issued under the rules of discovery are not Relevant.
- III. Respondent Erica G Lybrand Representing PrimeLending A PlainsCapital Company introduced a witness in this alleged matter to which I have no contract with as well as him testifying under oath to the fact that he possessed no first hand knowledge of any factual financial injury to PrimeLending A PlainsCapital Company.
- IV. As stated on the alleged promissory note "In return for a loan received from Lender, Borrower promises to pay the principal sum of **ONE HUNDRED EIGHTY-EIGHT THOUSAND FIVE HUNDRED TWENTY TWO AND 00/100** Dollars (U.S. \$188,522.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **FOUR AND ONE-FOURTH** percent (4.250%) per year until the full amount of principal has been paid." Alleged borrower request validation and verification of said loan.

CONCLUSION

For the reasons stated, this Court should reverse the judgment of the circuit court.

September 1, 2017

Respectfully submitted,

I Am: 
Authorized Representative
Natural Person, In Propria Persona:
Ex Relatione RONNELL DEMAR WALKER
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whom Ronnell Demar Walker
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CERTIFICATE OF COUNSEL

The undersigned certified that this Final Brief complies with Rule 211(b), SCACR.

September 1, 2017

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Natural Person, In Propria Persona: Sui Juris
Ex Relatione RONNELL DEMAR WALKER
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