

**To:** South Carolina Court of Appeals  
1220 Senate Street  
Columbia, SC 29201

1-9-20

**From:** H. Wayne Charpia  
106 Axtell drive  
Summerville, SC 29485

**RECEIVED**

**Re:** Case # 2009-CP-18-2200  
Court,

JAN 13 2020

SC Court of Appeals

I know the judicial system in South Carolina holds a low esteem for Pro Se litigants , I've experience this for the past 13 years. My home was extorted from my family in 2017 by a bias , prejudicial and I believe a corrupt system.

I have gone from no mortgage on a home that I saved for 23 years to build to a rental that now costs me \$ 1700.00 per month. I support and care for a 71 year old retarded brother , been in my care for 40 + years.

Our social security total \$ 1,545.00 per month . My whole life has changed thru the actions of the Courts and the procedures they allow.

I make my motions In Forma Pauperius because we are now destitute and live from one day to the next. The Courts have allowed Attorney Cisa extreme favor as you accept his fraudulent demeanor and his untimely filings.

**I have supplied proof of my income and rental agreement in this correspondence.**

**I pray that this Court consider my motions In Formas Pauperius.**

**Thank You,**



**H. Wayne Charpia**

**Appellant case # 2018-001867  
2019-001516**



RESIDENTIAL RENTAL AGREEMENT

This form is not intended for use if "Option to Purchase" is in place.



843-261-7159

State of South Carolina
County of DORCHESTER

This rental agreement made at SUMMERVILLE, South Carolina, (this 4th day of January, 2019, between Howard Charpia Tenant(s) (hereinafter called "TENANT"), and AGENTOWNED PROPERTY MANAGEMENT Owner (hereinafter called "LANDLORD"), shall provide as follows:

THE [X] LANDLORD [ ] TENANT IS LICENSED UNDER THE LAWS OF SOUTH CAROLINA AS A REAL ESTATE LICENSEE.

- 1. LANDLORD TENANT ACT: This Rental Agreement is governed by the South Carolina Residential Landlord and Tenant Act.
2. LOCATION: The Landlord hereby rents to the Tenant and the Tenant hereby rents from the Landlord a parcel of property located in the county of DORCHESTER, State of South Carolina, which parcel of land with improvements will constitute the premises. Said parcel of land is more particularly described as follows: 106 Axtell Dr Summerville, SC 29485
3. TERMS: This Rental Agreement shall commence on the 1st day of February, 2019, and end on the 31st day of January, 2020. Tenant covenants that upon the termination of this Rental Agreement, or any extension thereof that Tenant will quietly and peaceably deliver up possession of the premises in good order and condition, reasonable wear and tear expected, free of Tenant's personal property, garbage and other waste, and return all keys to the Landlord.
4. LEAD-BASED PAINT DISCLOSURE FOR MOST RESIDENTIAL PROPERTIES BUILT BEFORE 1978: See Lead-Based Paint Disclosure Addendum attached (only applies to most rental properties built before 1978).
5. RENTAL APPLICATION: The Tenant acknowledges that the Landlord has relied upon the rental application, a copy of which is attached hereto, as an inducement for entering into this agreement, and the Tenant warrants to the Landlord that the facts stated in the application are true to the best of Tenant's knowledge. If any facts stated in the rental application prove to be untrue, the Landlord shall have the right to terminate the residency immediately and to collect from the Tenant any damages including reasonable attorney fees resulting therefrom.
6. RENT: Tenant agrees to pay Landlord a rent of \$ 1,700.00 per month, payable in advance, on or before the first day of every month during said term for a total rent of \$ 20,400.00. The rent is payable to: AGENTOWNED or as Tenant may be advised from time to time in writing.
NOTICE TO TENANT: IF TENANT DOES NOT PAY RENT WITHIN FIVE DAYS OF THE DUE DATE, LANDLORD CAN START TO HAVE TENANT EVICTED AND MAY TERMINATE THE RENTAL AGREEMENT, AS THIS CONSTITUTES WRITTEN NOTICE IN CONSPICUOUS LANGUAGE IN THIS WRITTEN AGREEMENT OF LANDLORD'S INTENTION TO TERMINATE AND PROCEED WITH EVICTION. TENANT WILL RECEIVE NO OTHER WRITTEN NOTICE AS LONG AS TENANT REMAINS IN THIS RENTAL UNIT.

Tenant further agrees to pay a late fee of \$ 170.00 per day if rent is paid after the 5TH day of the month, and an additional fee of \$ 75.00 after the 6TH day of the month.

Where the term of the Rental Agreement commences or terminates on a day other than the first day of the month, Tenant shall pay rent unto the Landlord in the amount of \$ 56.67 per day for each day of the month of commencement or termination of the Rental Agreement, payable prior to the Tenant taking possession upon commencement of the Rental Agreement, and payable on the first day of the final month of the Rental Agreement upon termination.

[Signature] TENANT [ ] TENANT AND [Signature] LANDLORD HAVE READ THIS PAGE.

Form 410

PAGE 1 OF 8



# United States Treasury

15-51  
000

B 147,786,367



Check No.



11 27 19 28045300 KANSAS CITY, MO  
000517292307 4033 69743710 S

4033 69743710  
0000191121C4DM

Pay to  
the order of

HOWARD W CHARPIA  
106 AXTELL DRIVE  
SUMMERVILLE SC 29485 3452

\$\*\*\*\*\*762\*00

VOID AFTER ONE YEAR

REGIONAL DISBURSING OFFICER

008

*Vonda S. Helms*

SOC SEC FOR OCT

⑈40337⑈

⑆000000518⑆ 697437103⑈ 071119

	\$ 783. <sup>00</sup>		\$ 771. <sup>00</sup>
Brother	762. <sup>00</sup>		762. <sup>00</sup>
BWC	<hr/>		<hr/>
	\$ 1,545. <sup>00</sup>		\$ 1,533. <sup>00</sup>

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

---

APPEAL FROM DORCHESTER COUNTY  
COURT OF COMMON PLEAS  
Judge William Keesley

---

RECEIVED

JAN 06 2020

SC Court of Appeals

---

Case # 2009-CP-18-2200  
Appellant Case # 2018-001867

---

Rene McMasters Ronaghan.....Appellant  
vs.  
H. Wayne Charpia , et al.....Respondent

---

**MOTION TO DISMISS**

---

I, H. Wayne Charpia, hereby make this "Motion to Dismiss"  
pursuant to SCACR:

**RULE 211**

**FINAL BRIEFS(a) Time to Serve and File.** Within twenty (20) days after the service of the Record on Appeal, each party shall serve a copy of his final brief(s) on every other party to the appeal, and file fifteen (15) copies of the final brief(s) with the clerk of the appellate court.

**RULE 210**

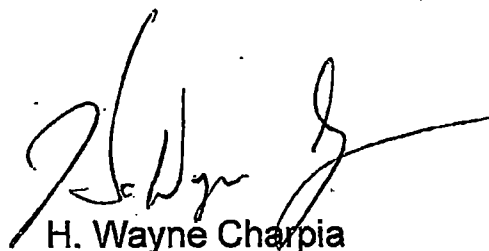
**RECORD ON APPEAL(a) Time for Service.** ~~Within thirty (30) days after service of the last~~  
~~brief,~~ the appellant shall serve a copy of the Record on Appeal on each party who has served a brief.

The Appellant , McMasters has not filed and served her Record on Appeal pursuant to the SCACR , i.e. last brief was filed by Respondent on March 6 ,2019.

The Appellant , McMasters has not filed and served her Final Brief pursuant to the SCACR, Rule 211.

I, H. Wayne Charpia , make this "Motion to Dismiss" In Forma Pauperis.

I do not have the funds to pay said filing fee (s).



H. Wayne Charpia

106 Axtell Drive

Summerville, SC 29485

cc: Attorney Frank Cisa



# The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS  
CLERK

V. CLAIRE ALLEN  
CHIEF DEPUTY CLERK

POST OFFICE BOX 11629  
COLUMBIA, SOUTH CAROLINA 29211  
1220 SENATE STREET  
COLUMBIA, SOUTH CAROLINA 29201  
TELEPHONE: (803) 734-1890  
FAX: (803) 734-1839  
[www.sccourts.org](http://www.sccourts.org)

January 06, 2020

H. Wayne Charpia  
106 Axtell Drive  
Summerville SC 29485

Re: Rene McMasters Ronaghan v. H. Wayne Charpia (3)  
Appellate Case No. 2018-001867

Dear Mr. Charpia:

Upon reviewing your motion to dismiss, the following deficiency has been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter:

- The required filing fee has not been submitted. The correct filing fee is \$50.00.


Very truly yours,

A handwritten signature in cursive script that reads "Jenny Abbott Kitchings".

CLERK

cc: Frank M. Cisa, Esquire

Ch. Appia  
106 Apple Drive  
Summerville, SC  
29485

CPU  U.S. POSTAGE  
\$1.15 0000  
FCMF 29485  
Orig: 01/03/20 23  
11082112 06

RECEIVED  
JAN 13 2020  
SC Court of Appeals

Att:  
2018-001867  
2019-001516

SC Court of Appeals  
1220 SENATE STREET  
COLUMBIA, SC  
29201

