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The South Carolina Court of Appeals

Russell Goodwin, Appellant,

v.

Russell Power et al, Respondent.

Appellate Case No. 2019-001324

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MAR 05 2020
SC Court of Appeals

MOTION TO ALTER OR AMEND

The Respondent, via the undersigned respectfully requests the Court to Alter or Amend its Order of February 20, 2020 in the following particulars:

§27-37-130, SC Code of Laws specifically states: "An appeal is an ejection case will not stay ejection unless at the time of appealing the tenant shall give an appeal bond as in any other civil case for an amount to be fixed by the magistrate and conditional for the payment for all cost and damages which the landlord may sustain there."

It is suggested that in this appeal from ejection matter, the Court's Order contain the additional language the Motion to Dismiss their appeal is granted however the Magistrate may hear the matter of costs and damages to the landlord and may set the amount of such bond.

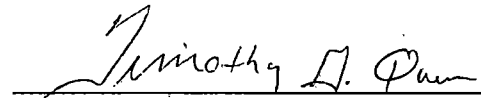
GROUNDS

This is an ejection case, the Appellate apparently filed a notice of appeal from the Magistrate's Court to the Circuit Court at the time and date for the hearing before the Circuit Court the Appellant did not appear. Nor did he file any documents supporting the grounds for that appeal. If the Appellant subsequently appealed the matter to the Circuit Court's dismissed of his appeal, he did not give notice to the Respondent neither did he show proof of his paying for his appeal.

Because of this alleged appeal the Magistrate's Court will not hear the Respondent's actions to require a bond. Stating that "I am not going to touch this case." Although the statutory law is clear, the Appellate Court's Order omits to include the statutory requirement of an appeal bond.

WHEREFORE the respondent respectfully prays that the Court's Order require the action to be heard by the magistrate for the purpose of settling a bond. The Landlord had lost thousands in rent while the Appellant continues to live rent free.

Respectfully submitted.

A handwritten signature in black ink that reads "Timothy G. Quinn". The signature is written in a cursive style and is positioned above a horizontal line.

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Timothy G. Quinn, Esq.

Natalie J. Quinn, Esq.
March 1, 2020

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QUINN & HARDY

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The Court of Appeals
1220 Senate St.
PO Box 11629
Columbia, SC 29211

RE: Case NO. 2019-001324

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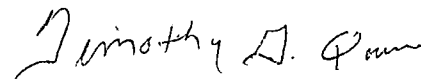
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SC Court of Appeals

To the Honorable Court of Appeals:

Enclosed please find the Motion to Alter or Amend the Court's Order in the referenced matter and the fee for such motion in the amount of Fifty (50) Dollars.

Very Truly Yours,



Timothy G. Quinn

TGQ/cb

Enclosures

Cc: Russell Goodwin, Russell Powell

QUINN & HARDY

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