STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM SUMTER COUNTY
Court of Common Pleas

Thomas E. Player, Jr., Special Referee
Case No. 2013-CP-43-153
Appellate Case No. 2018-001277

Donna Erickson,

Respondent,

v.

Felicia Ruff,

Appellant.

INITIAL BRIEF OF RESPONDENT

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STATEMENT OF THE CASE

This case involves the contract of sale for a parcel of land owned by Respondent Donna Erickson, along with a mobile home permanently affixed to the land, to Appellant Felicia Roof. This matter was initiated by Respondent on January 28, 2013. (Cmpt.). Appellant was personally served on February 4, 2013 (Aff. Of Service filed Feb. 7, 2013). Appellant filed an answer, pro se, on February 26, 2013. The matter was referred to the Master in Equity (Order dated May 9, 2013). Appellant filed a petition for Bankruptcy and the case was stricken from the roster (Motion to Restore April. 5, 2017). Ultimately, the bankruptcy was dismissed and this matter resumed (Id.; Order reinstating case dated June 20, 2017). On May 22, 2019, the final hearing took place before the Special Referee Thomas E. Player, Jr.[1] Respondent did not appear. On June 22, 2018, The Special Referee issued an order ruling that Respondent was entitled to $13,321.04 and that the contract of sale was terminated.

On July 9, 2018, Appellant attempted to appeal the order (Notice of Appeal dated 7/9/18). For ***almost two years***, her appeal has been plagued by failures to comply with the rules, such as, *inter alia*: failing to pay filing fees, failing to properly serve Respondent or file proof of service, and failing to file an initial brief that complied with the rules.[2] The court has issued over ten

[1] Initially, the matter was referred to the Honorable Richard L. Booth, Master in Equity for Sumter County. However, trial counsel for Respondent was appointed as Master in Equity for Clarendon County (Order of Recusal filed Dec. 7, 2016). S.C. Code § 14-11-20 prohibits the Master of one county to appear before the Master of another county. Thus, Judge Booth recused himself and appointed Thomas E. Player, Jr. as Special Referee in this matter.

[2] This Court can take notice of the various deficiencies and letters sent by this Court. Freeman v. McBee, 280 S.C. 490, 494, 313 S.E.2d 325, 327 (Ct. App. 1984)(A court can take judicial notice of its own records, files and proceedings for all proper purposes including facts established in its records). In addition, Respondent detailed the course of events in her Motion to Dismiss.

deficiency letters to Appellant, as this matter has dragged on for almost two years without an Initial Appellant's brief being properly drafted, filed, and served, while Appellant is still residing in Respondent's mobile home without making payments. Respondent's motion to dismiss, filed almost a year after the notice of appeal and after Appellant's repeated failures to observe the rules, was denied.[3] Appellant was provided a limited amount of time to cure the defects in her initial brief. (Order dated Oct. 16, 2019).

On December 3, 2019, this Court dismissed the appeal (Order dated Dec. 3, 2019). However, the appeal was reinstated as Appellant had apparently filed- but not properly served- an amended initial brief and designation of matter (Order dated Dec. 9, 2019). The Court also issued two deficiencies letters on December 9, 2019, stating that a proof of service had not been provided for either the amended initial brief or the designation of matter and that, without correction, the appeal would dismissed in ten days (Letters dated Dec. 9, 2019). As of December 30, 2019, Respondent has not served the brief or designation of matter on Respondent's counsel of record or filed the requested certificates of service. On January 7, 2020, an Order dismissing the appeal was issue. On January 23, 2020, the remitter was sent. However, the Court recalled the remittitur, finding that Appellant had submitted a motion to reinstate the appeal on January 22, 2020. On March 11, 2020, the Court issued an order finding that Appellant's motion to reinstate had not included proof of service for Appellant's amended Initial Brief and Designation of Matter, and required submission of the same within 20 days. On April 1, 2020, Appellant filed a proof of service reflecting the mailing of a "Notice of Amended Appeal and Amended

[3] Respondent would renew her motion to dismiss, incorporating all arguments previously set forth, as well as the additional deficiencies discussed in the following paragraph.

Designation of Matter" to Joseph Coffey, Esquire.[4] On April 15, 2020, this Court apparently accepted the Proof of Service (though Respondent maintains it is deficient in that it did not include proof of service of the initial brief)[5] and ordered Respondent to file her response brief. [6]

STATEMENT OF FACTS

In 2010, Appellant entered into a contract with Respondent (Cmpt; attachment to Cmpt.) for the purchase of land and the improvements (a mobile home) thereon. The contract provided that the purchase price was $18,000.00 and that the mobile home would be purchased "as-is." (Id.). Appellant was to pay $350/month for twenty-four (24) months, with a balloon payment for the balance to be paid on December 1, 2012. (Id.). The contract specifically provided that in the event of a default by Appellant, Respondent would be entitled to keep all monthly payments as rent and Appellant would not be entitled to any reimbursement. After Respondent failed to make the December 1,.2012 balloon payment, Respondent filed a Summons and Complaint on January 28, 2013. Respondent was personally served and she filed an answer on February 26, 2013 (Aff. of Service; Answer of Ruff). The matter was referred to the Master in Equity. (May 9, 2013 Order of Reference).

After Respondent filed an answer, the case was stricken from the roster as a result of Appellant's petition for bankruptcy, filed under Chapter 13 of the United States Bankruptcy Code. (Motion to Restore). That bankruptcy was ultimately dismissed due to Appellant's failure to make required payments under the plan (Id.). Respondent then moved to restore the case and set it for a

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[4] Mr. Coffey was trial counsel for Respondent but has never made an appearance in this appeal. The undersigned are the only lawyers who have made an appearance in the appellate court but have never been served with any documents by Appellant.

[5] Respondent respectfully renews her motions to dismiss for this and the other deficiencies of Appellant, as outlined in previously filed motions.

[6] Appellant's amended initial brief and various designations of matter were available on C-Track.

final hearing. (Id.) The case was restored to the active docket on June 20, 2017. (Order Restoring Case).

On February 6, 2018, Respondent sought to serve the Appellant by publication because the Sumter County Sheriff's Office was unable to locate Appellant to effect service. (Petition for Notice by Publication). This request was granted. The Motion and Order to Restore were published in The Sumter Item on February 11, 18, and 25, 2018 (Aff. of Kathy Stafford).

The final hearing was set for May 22, 2018 at 10 a.m. (Notice of Hearing dated April 18, 2018). Since the matter involved foreclosure pursuant to S.C. Code § 15-67-30 and real property located in Sumter County, and the sheriff had been unable to locate Appellant, Respondent petitioned to file notice by publication and the motion was granted (Motion dated April 19, 2018; Order dated April 20, 2018). The hearing notice was published in The Sumter Item on April 25, May 2, and May 9, 2018. (Aff. of Kathy Swofford).

The hearing was held on May 22, 2018. Appellant did not attend. The Special Referee issued an order on June 22, 2018 finding that: service had been made upon Appellant; Appellant had been properly notified of the date, time and place of the final hearing; Respondent had the right to enforce contract of sale; Because Appellant had not made payment as provided by the contract, Respondent could terminate the contract. (Order of June 22, 2018). The Special Referee also reviewed Respondent's accounting and determined that after all payments had been credited to the Contract, and a reasonable attorney's fee and costs of the litigation added, Respondent was entitled to $13,321.04 if Appellant desired to purchase the property per the contract. (Id.). Respondent waived the right to a deficiency judgment and the property was to remain in Respondent's name. The Special Referee specifically acknowledged that Appellant had alleged in her answer that she had equity in the property, but noted that no such evidence was introduced.

(Id.) Thus, The Special Referee held that Appellant had no right of redemption or other interest in the property. (Id.) This appeal followed.

ARGUMENT

I. The issues raised in Appellant's brief were not preserved before the lower court and cannot be raised for the first time on appeal.

Appellant failed to appear at the foreclosure hearing before The Special Referee. She did not assert any counterclaims and did not present any witnesses or evidence to contradict the evidence submitted by Respondent. "It is well settled that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial court to be preserved." Pye v. Estate of Fox, 369 S.C. 555, 564–65, 633 S.E.2d 505, 510 (2006). Here, none of the issues or arguments Appellant attempts to assert in the amended initial brief have been preserved for appeal.

There are four basic requirements to preserve issues for appellate review. Toal, Jean H. Appellate Practice in South Carolina (2d Ed. 2002). First, the issue must be raised in the lower court and ruled upon (or the court must have an opportunity to rule upon the issue). Wilder Corp. v. Wilke, 330 S.C. 71, 497 S.E.2d 731 (1998); State v. McDaniel, 320 S.C. 33, 462 S.E.2d 882 (Ct. App. 1995). Secondly, the issue must have been raised by the Appellant and not a co-defendant. Tupper v. Dorchester County, 326 S.C. 318, 487 S.E.2d 187 (1997). The third requirement for preservation is that the appellant must have raised the issue in a timely manner. Toal, *supra*. For example, an appellant's objection at trial must be contemporaneous to the introduction of objectionable evidence. State v. Aldret, 333 S.C. 127, 509 S.E.2d 811 (1999). Finally, an appellant must clearly state the specific grounds in support of the objection. Wilder Corp., *supra*.

None of the four requirements has been met in this case. Appellant did not appear before the lower court at the hearing on this matter to raise any objections or present any evidence. Thus, the lower court had no opportunity to consider or rule upon the matters Appellant now raises on appeal. Obviously, the second requirement is not met as Appellant did not appear at the hearing. In her brief, Appellant attempts to challenge the accounting of payments she made under the contract. However, these arguments are untimely, as she did not present them at the hearing in the lower court, nor did she attempt to file a post-trial motion. Finally, the arguments that Appellant raises for the first time on appeal do not specifically the state "nature of the alleged error so it can be reasonably understood by the trial judge." Toal, *supra*, p. 65.

Regardless of the merits of Appellant's arguments (which are addressed in the following sections herein), procedurally, the issues raised in Appellant's amended initial brief have not been preserved and should not even be considered by this Court. In Atlantic Coast Builders & Contractors, LLC v. Lewis, 398 S.C. 323, 329-30, 730 S.E.2d 285 (2012), the South Carolina Supreme Court considered issue preservation and the majority applied the strict view that, when the record shows an issue is not preserved, the court should find the issue unpreserved and decline to reach the merits. While this can result in a harsh result in some cases, the basis for issue preservation is actually one of fairness: "Issue preservation rules are designed to give the trial court a fair opportunity to rule on the issues, and thus provide [the appellate court] with a platform for meaningful review."). Herron v. Century BMW, 395 S.C. 461, 465, 719 S.E.2d 640, 642 (2011).

Appellant had ample opportunity to defend herself and present issues and evidence to the lower court during the years this case was pending but failed to do so. For her now to claim this proceeding has been unfair or fraudulent is disingenuous.

II. Appellant's attempt to raise issues and evidence that are outside the record in this matter should be disregarded.

An appellate court will not consider any fact which does not appear in the record on appeal. Toal, *supra*, p. 76. The records should reflect that the issues on appeal were raised below and ruled upon by the trial court. Medlock v. One 1985 Jeep Cherokee, 322 S.C. 127, 470 S.E.2d 373 (1996). "The appellant has the burden of providing this court with a sufficient record upon which to make a decision." Id. 322 S.C. at 132; 470 S.E.2d at 376. "The Record shall ***not***, however, ***include matter which was not presented to the lower court or tribunal.***" Rule 267, SCACR (emphasis added).

Because Appellant did not present any evidence or argument to the lower court, there are no facts or evidence in the record regarding the issues Appellant now attempts to raise on appeal. Moreover, Appellant has referenced some type of legal proceeding in 2011 (App. Brief, p. 3), which was over a year prior to the initiation of this case in January 2013, and far outside the record of this case. Likewise, most of the documents regarding Appellant's bankruptcy filing (with the exception of a few limited documents submitted to the lower court) were not before the lower court and should not be considered here.[7]

III. Appellant's purported ignorance of the contents of the contract does not excuse her duty to perform the terms of the contract.

One of Appellant's main complaints is that she did not understand what she was signing when she entered into the contract (App. Brief, p. 4). Appellant claims she was a first- time home

[7] Similarly, Appellant's various Designations of Matter for the record on appeal includes: a transcript of some court proceeding in on November 2011 (two years prior to the instant case); "bankruptcy documents pp all"; "All Proof of payments (receipts);" bank drafts of cashier's checks; and undefined "correspondence between plaintiff and Appellant." Virtually none of these documents were submitted in this case either as attachments to pleadings, affidavits, orders, or at the hearing, and as such as not part of the record on appeal. Respondent is filing a separate motion to strike these documents from inclusion in the record.

buyer who did not know what she was signing but that Respondent did. However, both Appellant and Respondent had a duty to understand the document they were signing; the fact that Respondent did understand does not make her a wrongdoer in this case, and the fact that Appellant now claims she did not understand does not excuse her breach.

"[E]very contracting party owes a duty to the other party to the contract and to the public to learn the contents of a document before he signs it." Burwell v. S.C. Nat. Bank, 288 S.C. 34, 39, 340 S.E.2d 786, 789 (1986). One cannot complain of fraud and misrepresentation in the contents of a document if the truth could have been ascertained by reading it. Reid v. George Washington Life Ins. Co., 234 S.C. 599, 109 S.E. 577 (1959).

Appellant she acknowledges that she entered into the contract willingly.[8] (App. Brief, p. 2). Appellant also admits that she ignored or "overlooked"[9] the provision regarding the balloon payment to be paid in 2012 due to her extreme desire to move from a shelter. While Appellant's desire for her own home is understandable, it does not excuse her duty to read a contract before signing, nor does it waive any of Appellant's duties under the contract. In summary, Appellant's entire position seems to be that she became dissatisfied with the contract she willingly entered into, so she failed to make the balloon payment required and now claims unfairness and fraud for Respondent's desire to terminate the contract. The Appellant's alleged ignorance of the meaning of the contract and her failure to protect her rights at the trial level do not negate the contract or support overturning the lower court's order.

[8] Appellant's February 2013 answer agrees with the allegation of the Complaint that the contract was signed in front of a notary on November 2, 2010. (Cmpt. Para. 6; Answer Para. 6).

[9] The contract was only two pages long and it would be virtually impossible to not see this provision. Thus, Respondent presumes that Appellant's use of "overlook" in her brief actually means ignored or disregarded for her own reasons.

IV. Appellant did not have equitable title to the property and presented no evidence supporting redemption.

Appellant claimed, in her *pro se* Answer, that she should be credited with improvements to the mobile home. However, there are multiple reasons why this argument fails. First, other than the Answer, Appellant failed to raise this issue to the Special Referee and thus, this issue has not been preserved for appeal.[10] Next, the contract expressly stated that the mobile home would be sold "as-is" and did not provide for any credit toward the purchase price for improvements made by Appellant. Therefore, Appellant knew the risk of making improvements to property in which she had no ownership interest.

Furthermore, Appellant could not and did not acquire any equitable title in the property as the contract specifically provided that upon default, all amounts paid would be retained by Respondent as rent. In land installment contracts, the equitable estate usually passes to the purchaser and the bare legal title for security purposes remains in the vendor. Brooks v. Council of Co-Owners of Stones Throw Horizontal Prop. Regime I, 315 S.C. 474, 476, 445 S.E.2d 630, 632 (1994). However, where the contract expressly provides otherwise, this equitable conversion does not apply. Id. Where the "contract provides that, upon default, all amounts previously paid will be retained by Seller as rent," the buyer does not possess any equitable interest. Lewis v. Premium Inv. Corp., 351 S.C. 167, 173, 568 S.E.2d 361, 364 (2002). The contract here contains a similar provision. Thus, Appellant cannot claim any equitable ownership in the property based on amount she paid Respondent.

[10] The Special Referee acknowledged that Appellant had claimed equity in the property but, since she failed to appear, he properly held that she had "not established a right of redemption, nor any other legal or equitable interest in the property."

On pages 3-4 her brief, Appellant references proceedings that are outside of the lower court proceedings in this case,[11] and appears to argue that Respondent does not understand the difference between rent and mortgage payments. However, it appears Appellant is confused. There was no mortgage in this case. The fundamental difference distinguishing a mortgage from an installment land contract, is that, in a mortgage, fee title vests purchaser/mortgagor. Cliff & Co. v. Anderson, 777 P.2d 595, 601 (Wyo. 1989). In contrast, in an installment land contract, the seller retains legal title to the property until all of the purchase price has been paid. Lewis v. Premium Inv. Corp., 351 S.C. 167, 170, 568 S.E.2d 361, 363 (2002). Here, there was an installment land contract. Moreover, the contract expressly provided that if Appellant defaulted, all previous payments would be retained by Respondent as rent. Appellant's attempts to equate the transaction to a mortgage fails because she never had any title to the property or any equity in the property.

In addition, any right of redemption Appellant may have had, has been lost. By definition, the right of redemption only allows a debtor in a foreclosure or similar action to reclaim the property if he or she is able to come up with the money to pay the debt. *Black's Law Dictionary, (5th Ed.)* defines "right of redemption" as:

> The right to disencumber property or to free it from a claim or lien; specifically, the right (granted by statute only) to free property from the encumberance of a foreclosure or by other judicial sale, or to recover the title passing thereby, ***by paying what is due, with interest, costs, etc.***

(emphasis added). In determining whether a party has a a right of redemption, "a variety of case-specific factors should be considered to determine if redemption is equitable under the circumstances." Lewis, *supra*. However, Appellant failed to appear at the hearing or otherwise provide the Special Referee with any evidence supporting redemption. (Order, Para. 16).

[11] Respondent has moved to strike this portion of Appellant's brief but includes a response to that section in the event the motion to strike is denied.

Moreover, there is no evidence in the record that Appellant ever had the funds to pay the remaining balloon amount due under the contract.

V. Appellant's dismissed Chapter 13 Bankruptcy did not discharge her debt to Respondent.

When a bankruptcy case is dismissed, the rights of the debtor and creditors are generally reinstated without regard to events that occurred during the pendency of the case. See, 11 U.S.C.A § 349. As one treatise notes:

> Upon dismissal of a Chapter 13 case, a Chapter 13 plan is no longer in force and a bankruptcy case is no longer pending. The debtor does not get a discharge, and the automatic stay of Code § 362(a) terminates upon dismissal under Code § 362(c).

Chapter 13 Practice & Procedure § 20:11, *Effect of dismissal or conversion on property of the estate, liens, and secured claims.* Thus, any debts owed by the debtor are still valid, unless they have been reduced or paid in full prior to the dismissal. Id.

Appellant makes various arguments about her bankruptcy petition which are unsupported by the law and the record. For example, Appellant claims that a "verbal agreement" was entered into to allow her to continue to make monthly payments until the full debt was paid. There is no evidence or testimony of this "verbal agreement."[12] Regardless, under the statute of frauds, an agreement for the sale of lands is generally unenforceable unless there is a writing evidencing the contract. 9 Williston on Contracts § 25:1 (4th ed.).

Here, Appellant's bankruptcy case was dismissed, with prejudice, by order dated March 4, 2014, for failure to make required payments under the plan (Motion to Restore, April 5, 2017).

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[12] Similarly, Appellant claims payments were made for the months of May, June, July, and August (although she does not specify when such payments were allegedly made) but she did not submit any evidence of such payments to the Special Referee. Again, these issues have not been preserved for appeal and are a part of Respondent's Motion to Strike.

Respondent noted that Appellant had not made any payments since April 1, 2016. Id. Therefore, Appellant either owed Respondent the amount due under the contract or Respondent could terminate the contract and evict her. There is no evidence in the record that the debt was reduced or extinguished, other than the evidence of the total payments made by Appellant through 2016, which were submitted to the lower court and for which the Special Referee gave credit to Respondent.

VI. The citations in Appellant's Table of Authorities have no application or relevance here.

While Appellant lists certain cases and statutes in her Table of Authorities, she fails to explain how any of these cases apply to the facts of this matter. In fact, none of the cases or statutes advance any of Appellant's claims.

King v. Moore, 224 S.C. 400, 79 S.E.2d 460 (1953) and Dow v. Bolden, 245 S.C. 321, 140 S.E.2d 473 (1965) both deal with publication by service and when it is appropriate. However, both of these cases involve service by publication where the plaintiff claimed that the defendant left the jurisdiction to avoid service (which is governed by S.C. Code § 15-9-710(2)). Here, Respondent did not claim avoidance, merely that that the Sumter County Sheriff could not locate Appellant after a diligent search because she was working in a different state. (Petition for Notice by Publication; Affidavit attached as Ex. A) S.C. Code § 15-9-710(3) permits service by publication where a party cannot be found after a diligent search. Publication was also appropriate under § 15-67-30,[13] which allows for service by publication in an action for real property when a party cannot be located. According to the record, Respondent's properly s

[13] Appellant lists S.C. Code § 15-67-10 in her table of authorities but that section merely identifies who has the right to bring an action for recovery of real property and does not address service.

submitted a petition for service by publication, indicating that such service was needed and was permissible under §15-67-30.

Neither of the cases included in Appellant's Table of Authorities applies to the case at bar. The only evidence in the record is the Sheriff's affidavit, in which is states Appellant cannot be located, and the Petitions for Notice by Publications. Thus, to the extent that Appellant is challenging the lower's courts grant of service by publication, her claim should be rejected.

The remaining cases listed in Appellant's Table of Authorities (with no discussion in the brief itself) also do not apply here.

Bryan v. Freeman, 253 S.C. 50, 168 S.E.2d 793 (1969), was an action to quiet title and that opinion actually only addressed the issue of whether a bench or jury trial was appropriate. There was never any such issue present in the case at bar. Ladd v. DuPre, 247 S.C. 328, 147 S.E.2d 253 (1966) involved an unusual procedural question as to whether a losing defendant in action regarding real property could file a subsequent suit to recover possession of the property or whether that subsequent suit would be barred by *res judicata*. Here, there has been no such second suit and Ladd has no relevance to the matter before this Court.

In Glover v. United States, 164 U.S. 294 (1896), a landowner's property had been sold under a tax act. More than twenty years later, heirs of a creditor of the landowners claimed they were the legal owners of the property and were entitled to the proceeds of a refund law which refunded monies to "legal owners." The court found that the creditors had no interest in the property other than as a secured creditor and thus the creditors (or their heirs) were not "legal owners" entitled to any compensation under the refund law. Obviously, here, there is no tax statute at issue and no question over who is the legal owner. Appellant was never the owner of

the real property because she failed to pay the amount required under the contract. The Grover case is irrelevant.

Frady v. Ivester, 118 S.C. 195, 110 S.E. 1352 (1921), involved owners of real property receiving a loan which they secured by a mortgage on the real property. Several years after "surrendering" the property due to an inability to repay the loans, the owners' heirs sought to recover the property. The court found that the mortgagors had not released their equity in the property at the time the defendant entered into possession of the lands and that the legal title remained to the mortgagors. Frady v. Ivester, 118 S.C. 195, 110 S.E. 135, 137 (1921). The court concluded that the mortgagee/landowner's mortgage did not result in a deed of conveyance to the mortgagor and that, while the mortgagor had taken possession of the property, the relationship of mortgagor/mortgagee continued. In the case before this Court, there is no mortgage but instead, a land installment contract. Appellant was never the legal owner of the property at issue as she breached the contract of sale. Appellant cannot recover what was never hers.

In summary, Appellant has failed to cite any case law or statute to support any basis for reversing the trial court's decision.

CONCLUSION

By her own admission, Appellant willingly entered into the contract with Respondent. She failed to perform under the contract. Appellant also failed to appear at the hearing on this matter and failed to present any defense, testimony, or evidence on her own behalf. Appellant improperly raises issues for the first time on appeal and seeks to include documents that were not presented to the lower court. Appellant had the opportunity to raise these issues to the lower court; having failed to do so, she should not be afforded the opportunity to re-litigate the case at the appellate level. Appellant has not made any payments to Respondent since 2016 and has continued to live on the

property during the pendency of this appeal (which has been delayed for almost two years due to her repeated failure to comply with the appellate court rules) without any further payments to Respondent. At the hearing before the Special Referee, Respondent presented evidence of Appellant's failure to perform the contract but also acknowledged the payments Appellant did make. The lower court held that, after crediting Appellant with the amounts paid, Appellant had still failed to make payment due under the contract, and thus Respondent could rightfully terminate the contract, keeping all previous payments as rent. (Order, Para. 12-13; 17). Respondent respectfully requests that this Court affirm the ruling of the Special Referee.

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May 7, 2020

STATE OF SOUTH CAROLINA
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APPEAL FROM SUMTER COUNTY
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Donna Erickson,

Respondent,

v.

Felicia Ruff,

Appellant.

PROOF OF SERVICE

I, Connie W. Grugan, legal assistant to the law firm of Lewis Babcock L.L.P., hereby certify that I have served Respondent's Initial Brief of Respondent and Designation of Matter to be Included in the Record on Appeal by mailing a copy of same, postage prepaid and return address clearly indicated, to the following address:

Ms. Felicia Ruff
1455 Hidden Oaks Drive
Wedgefield, South Carolina 29168

Connie W. Grugan

This 7th day of May, 2019

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May 7, 2020

Honorable Jenny Abbott Kitchings
Clerk, South Carolina Court of Appeals
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Re: Donna Erickson v. Felicia Ruff, Appellate Case No. 2018-001277
Our File No. 19-116

Dear Ms. Kitchings:

Enclosed please find the original and one copy of the Initial Brief of Respondent and Respondent's Designation of Matter to be Included on Appeal in regard to the above-referenced matter for filing with your office.

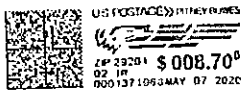
Also enclosed is the original and seven copies of Respondent's Motion to Strike, along with a $50.00 filing fee.

By copy of this letter, we are hereby serving a copy of same upon the Appellant. Please return clocked copies in the envelope provided.

Sincerely yours,

Ariail E. King

AEK:cg
Enclosure
cc: Ms. Felicia Ruff, *pro se*



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