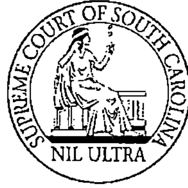

The Supreme Court of South Carolina

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May 28, 2021

George Hamlin O'Kelley, III, Esquire
652 Coleman Blvd., Ste.200
Mt. Pleasant SC 29464

Ainsley Fisher Tillman, Esquire
715 King St.
Charleston SC 29403

G. Dana Sinkler, Esquire
2180 Rosebank Plantation Road
Wadmalaw Island SC 29487

Ian S. Ford, Esquire
715 King Street
Charleston SC 29403

Re: Richard Ralph v. Paul D. McLaughlin
Appellate Case No. 2019-002031

Dear Counsel:

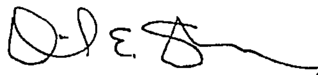
Enclosed is a letter with an attachment which has been sent to the members of this Court by the respondents. No action will be taken on this letter for several reasons.

First, this Court cannot consider this *ex parte* communication about this case.

Second, respondents are represented by counsel in this case. Therefore, this *pro se* communication seeking relief cannot be accepted for filing. *Miller v. State*, 388 S.C. 347, 697 S.E.2d 527 (2010); *Jones v. State*, 348 S.C. 13, 558 S.E.2d 517 (2002); *State v. Stuckey*, 333 S.C. 56, 508 S.E.2d 564 (1998); *Foster v. State*, 298 S.C. 306, 379 S.E.2d 907 (1989).

Finally, the petition for rehearing in this case was denied, and the remittitur has been sent to the circuit court. Therefore, appellate jurisdiction has ended, and further motions cannot be entertained in this appellate case. *Stogsdill v. S.C. Dep't of Health & Human Servs.*, 415 S.C. 568, 784 S.E.2d 669 (2016) ("The sending of the remittitur ended appellate jurisdiction over this case, and no further motions will be entertained after the remittitur is sent.").

Very truly yours,



CLERK

Enclosure

cc: Richard and Eugenia Ralph
3055 Baywood Drive
Seabrook Island, SC 29455

April 28, 2021

Chief Justice Donald W. Beatty
Supreme Court
1231 Gervais Street
Columbia, South Carolina 29201

Dear Chief Justice Beatty;

Thank you for hearing our case Ralph vs Mclaughlin before the Supreme Court on December 9th 2020. We respectfully ask you to read our concerns for the published Opinion dated March 17, 2021. We were deeply disappointed to read the Opinion of the facts of our case which, the court knows to be incorrect.

Living under the opinions of South Carolina law, we find it necessary to respond to the Supreme Court decision. In 1987 the engineering firm of E.M. Seabrook designed the 22" by 34" culvert to drain an area of approximately 15 total acres - 6 roadway and front lot acres and 9 acres of future home construction. The system was designed to lower the ground water table and alleviate surface ponding. Contrary to the Opinion of the court there were NO holes in the drainage pipe. As stated by Robert George [expert engineer] dated 4 September 2008 and the Seabrook Island Property Owners Association [SIPOA] ; "if any portion of the 22 inch by 34 inch pipe were removed irreparable damage could occur". The damage that could occur has occurred to the Ralph's. The Supreme Court session on December 9th seemed the justices felt the easement was there only to drain the road. The statement from the Supreme Court that "lot owners of lots 22 to 28 were never intended to benefit directly from the easement" WRONG. As stated above, the road plus acreage around the road is the reason for the drainage easement. Also, a newer drainage system on the golf course does NOT make the original system obsolete. The golf course system is uphill from the original system -water does not flow uphill. Real Estate Law; "A property owner with a drainage easement is restricted from erecting both temporary and permanent structures on the property". If Mr. McLaughlin had followed the chain of titles (his original title shows a drainage and No Build Zone on his plat) the 22" by 34" pipe would not have been destroyed.

The Property Owners Association had no legal right to allow one person to destroy an easement which belongs to 6 other property owners. SIPOA tried to stop the pipe destruction by a restraining order dated 9 December 2008. The restraining order was served two hours after the pipe was pulled from the ground and destroyed. We never received from SIPOA a legally binding letter abandoning the easement which they had no right. SIPOA's duty as per each plat is to maintain the easement. The Mclaughlin's destruction of the drainage pipe and building his house over a "No Build Zone"; makes it impossible to service the drainage pipe.

The Supreme Court's Opinion section 4 states that the Petitioners "took a series

of good faith steps in dealing with SIOPA and their neighbors in an attempt to resolve the drainage dispute". This statement is an absolute prevarication.

1.We held two meetings with the neighbors, Mr. Mclaughlin and SIPOA - 9/28/2008 and 10/1/2008 nothing more.

2. For six years between the McLaughlin's acquiring the property and two meetings in 2008, the McLaughlin's lived in Winston Salem, NC having no contact with us.

3. In the Summery Judgement order from Judge Cooper you will find that both SIPOA and the McLaughlin's could never produce in writing that SIPOA had sent a letter stating the easement was abandoned. The McLaughlin's could not produce in writing that they could build their house over the NO BUILD ZONE on the easement. (See Page13 Summery Judgement last paragraph). We were present at the Summary Judgement hearing.

A synopsis; The easement was put in place to alleviate ponding and lower the **ground water table** for **FIFTEEN** acres - not just there to receive water from the road. How can a party (SIPOA) dictate what can happen to an easement when they're not part of the easement? The Supreme Court Opinion could have serious legal problems going forward for any community or property in South Carolina.

The court's Opinion number 28015 section 2 states that an aggrieved party is one who has suffered an injury to person or property. An 11 foot - 2 inch by 8 inch - roof rafter falling through the ceiling from16 feet just missing my wife, constitutes an injury to our property if not a potential serious injury or death to a person. (See photo attached)

Final observation; During the Supreme Court session of 9 December - one justice said to another justice "The Ralph's must hate their neighbors ". In my family the word HATE was never used. If I (Richard W. Ralph) had hate, I left it as a Marine Corps Officer on the fields and hills of Vietnam 52 years ago. Our purpose has been nothing more than to RIGHT a WRONG.

Our attorney, Ms.Tillman has requested a Motion for Briefing. We pray that the Supreme Court of South Carolina will grant this request. To allow us to participate in oral argument on the questions wrongly decided in the Opinion.

Respectfully,

Richard and Eugenia Ralph

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