

SC FARM BUREAU V DRIGGERS 2014-CP-45-00132

March 15, 2021

Motion to Reconsider

**RECEIVED**

SEP 01 2021

SC Court of Appeals

To: Judge Kristi Curtis

Dear Judge Curtis;

There are some serious errors that Mr. Davis stated in his Motion for Summary Judgement. This contract was forged by Mr. McKenzie in 2006. But it was not recorded until just before his fire. In S.C., a forged contract will not stand.

Also, as I stated to you before, the contract that he is using to make a claim states in Judge Shuler's order that any paperwork not signed by both parties is null and void. This has already been tried by Thomas Cooper in Williamsburg County and found that S.C. Code 27-35—60 controls on real estate contracts and that it cannot be transferred without the permission of the landlord. This was appealed by me and a friend and it was tried by the Court of Appeals. Judges Cureton, Hearn and Huff upheld this verdict.

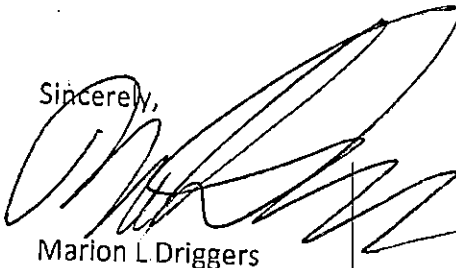
I am enclosing a Proof of Loss written to Moore & Associates, which is Travelers' agent. This statement shows clearly that Tammy Floyd is the contract holder. This should tell a person of average intelligence that a lien is on the property. And sure enough, Travelers' Investigator found it and gave it to her boss and told him that Travelers was on notice. This would appear that Mr. Davis is distorting the truth.

I am attaching a few opinions that state the laws of S.C. Judge Shuler's order states in Part 8 that no changes can be made without a separate agreement. The way I interpret this is that it can't be altered by another circuit judge. It would need to go to a higher court and this was not done.

I think that I have already mentioned that I have received no discovery from either insurance company regarding Judge David Norton's order nor have I heard from you about it being a valid order.

For the foregoing reasons, I ask the Court to Reconsider the Summary Judgement as premature.

Sincerely,



Marion L. Driggers

Print Notes | -001-ARTHUR MCKENZIE ARTHUR MCKENZIE | U9B5767

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Investigator is Tina Kennedy.  
The PK called this morning for an update. I advised that:  
1) The building estimate is completed  
2) The contents inventory is being transcribed  
3) The O&C investigation is ongoing and I thought Tina Kennedy was assisting with the remaining part of the our investigation.

I also asked the PK about the mortgage with Shirley Driggers. He said that it has been taken care of. I advised we were now in notice of the mortgage. After the call, Shirley Driggers left a voicemail. Her number is 843-383-4469.

01/02/2010 19:42:42	TED ALEXANDER - 877	Investigation	Cause of Loss	001 INS - ARTHUR MCKENZIE
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I spoke with the agent twice a couple of weeks ago. He was not aware of prior losses. The O&C investigation is ongoing. The agent said he received a call from Shirley Driggers about the mortgage on the property. I called Ms. Driggers. She has a mortgage that is about \$80,000 but she wasn't sure about the exact amount. She doesn't know why it isn't listed on the policy. I gave her my contact information, but have had no further contact with her. I didn't give her any information about the loss other than there was a fire.

01/02/2010 13:31:14	TED ALEXANDER - 877	Damages/Verification	Building	001 INS - ARTHUR MCKENZIE
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The review process is in progress on the building estimate. The price list was corrected which reduced from \$150,976 to \$136,186. The estimate review needs to be finalized and recoverable depreciation applied.

12/30/2009 04:32:28	ISO - 877	General	ISO CLAIM SEARCH SUBMISSION	001 INS - ARTHUR MCKENZIE
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CLAIM INFORMATION SENT TO ISO FOR A REPLACEMENT CLAIM SEARCH REPORT

12/28/2009 05:06:48	TED ALEXANDER - 877	General	LETTER: Non-Waiver Ltr (CW) (CW) AUTHOR: TKA -	001 INS - ARTHUR MCKENZIE
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LETTER: Non-Waiver Ltr (CW) AUTHOR: TKA -S DATE: 12-28-09  
PRIMARY RECIPIENT: TIME: 00:18:08  
LETTER WAS CENTRALLY PRINTED  
Arthur McKenzie  
PO Box 1533  
Lake City SC 29560

12/27/2009 13:17:36	TED ALEXANDER - 877	Damages/Verification	Building	001 INS - ARTHUR MCKENZIE
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Received the building estimate from Gibson & Assoc. It was uploaded and needs to be reviewed. Paid the invoice. I've discussed the issue with our O&C investigator. There is an arson inquiry later that was sent by SLEB. A system RCR letter was sent to the insured.

12/08/2009 11:21:40	VICTORIA WILBANKS - 850	Investigation	Evidence Management	000 FILE LEVEL
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EVIDENCE REC'D 12/8/09 LAB # 2009120244

12/07/2009 14:08:08	DAVID M VICTOR - 285	Subrogation	Investigation/Liability Analysis	FD report 000 FILE LEVEL
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FD report requested today through ISO Decision Mkt.

12/07/2009 12:13:42	TED ALEXANDER - 877	Investigation	Cause of Loss	000 FILE LEVEL
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<http://claimnotes.prod1b.travp.net/claimnotes/PrintView.aspx?InstanceID=6&PrintAll=True..> 5/6/2010

SIMMY  
843 598-0594

(S) \$86,100

SWORN STATEMENT IN PROOF OF LOSS

Amount of policy at time of loss: <sup>1</sup> \$ (A) \$287,000 (C) 200,900		Claim Number: 09B5767
Date issued: 5/7/2009	Date expires: 5/7/2010	Agent Name/Agency Address: MOORE ASSURANCE, PO Box 9, Lake City, SC 29560

To the The Travelers Home And Marine Insurance Company of  
 At the time of loss, by the above indicated policy, you insured ARTHUR McKENZIE  
 against the loss HO-3 (Fire & EC - Loss of Use) the property described according to the terms and conditions of said  
 policy and of all forms, endorsements, transfers and assignments attached thereto.

TIME AND ORIGIN

A Fire loss occurred about the hour of 6 o'clock AM (circle one) on the  
26<sup>th</sup> day of November in the year 2009. The cause and origin of the said loss were:  
BASED ON INFORMATION AND BELIEF, THE LOSS WAS FROM ELECTRICAL SHORTAGE

OCCUPANCY

The building described, or containing the property described, was occupied at the time of the loss as follows and for no other purpose  
 whatever: RESIDENCE OF ARTHUR McKENZIE

TITLE AND INTEREST

At the time of the loss, the interest of your insured in the property described therein was PURCHASER UNDER CONTRACT  
 had any interest therein AS CONTRACT SELLER ("Holder") or encumbrance thereon, except TAMMIE FLOYD

CHANGES

Since the said policy was issued, there has been no assignment thereof, or change of interest, use, occupancy, possession, location or  
 exposure of the property described, except: NONE

TOTAL INSURANCE

THE TOTAL AMOUNT OF INSURANCE upon the property described by this policy was, at the time of the loss, \$  
 as more particularly specified in the apportionment attached besides which there was no policy or other contract of insurance, written  
 or oral, valid or invalid.

Value	THE ACTUAL CASH VALUE of said property at the time of the loss was:	<u>HOUSE ACV \$287,000.00</u>
Loss	THE WHOLE LOSS AND DAMAGE was: <u>Use \$150,400</u>	<u>PERSONAL PROP \$133,630.85</u>
Amount Claimed	THE AMOUNT CLAIMED under the above numbered policy is:	<u>LOSS DEDUCT \$8,000.00</u> <u>\$ 292,030.85</u>

STATEMENTS OF INSURED

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by  
 or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are  
 mentioned herein or in annexed schedules but such as were destroyed or damaged at the time of said loss; no property saved has in any  
 manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any  
 other information that may be required will be furnished and considered a part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver  
 of any of its rights.

State of South Carolina Insured Arthur McKenzie  
 County of Florence

Subscribed and sworn to before me this 19<sup>th</sup> day of April, 2010

Ashley O. Colton  
 Notary Public