

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

March 15, 2021

Motion to Reconsider

RECEIVED

JAN 31 2022

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

To Judge Curtis

CASE 2014-CP-45-132

REQUEST FOR CLARIFICATION

I have not received your official denial of my Motion to Reconsider but I have obtained a copy. I am very concerned that you denied my motion without clarifying the Rules of Law involved.

Here are some points I would like to submit you:

1. Does this court allow forged assignments to stand in SC?
2. Does a circuit court judge have the authority to override another judge?
3. Does this Court have the authority to override an Appellate Court opinion?
4. Has this Court spoken to Mr. Davis or his investigator to confirm his truthfulness? I have sent this Court a Proof of Loss showing that Travelers has known about the Driggers' claims since early 2010. Does this make a difference?
5. At this point, I need discovery on Judge Norton's order to prove my case. I have asked this Court if this federal order on waiver is good in this state and have not received discovery nor an answer.
6. I have spent 12 years trying to collect a mortgage and to have a home repaired that has been awarded to my family. It has been before 6 different judges and 2 mediations. My family has not received any compensation, although we have paid all taxes and upkeep. I have placed 12 motions before this Court and I am now 0-12. I am now at the point that I must ask you to recuse yourself and hope that I get better results from a judge from the county roster.

I thank you for a quick response to this request because it is time sensitive.

Sincerely,

Marion L. Driggers

attachments

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RECORDED

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SC Court of Appeals

(B) \$86,100

SWORN STATEMENT IN PROOF OF LOSS

Amount of policy at time of loss: <u>1</u> \$ (A) <u>287,000</u> (C) <u>200,900</u>		Claim Number: 09B5767
Date issued: <u>5/7/2009</u>	Date expires: <u>5/7/2010</u>	Agent Name/Agency Address: <u>MOORE ASSOCIATES, BOX 9, LAKE CITY, SC 29560</u>

To the The Travelers Home And Marine Insurance Company of _____
 At the time of loss, by the above indicated policy, you insured Arthur M. 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
26th 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 M. 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 _____ or encumbrance thereon, except TAMMIE FLOYD,
AS CONTRACT SELLER ("Holder")

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>PERSONAL PROP. 133,630.85</u>
Amount Claimed	THE AMOUNT CLAIMED under the above numbered policy is:	<u>Loss of Use 8,000.00</u>
		<u>\$ 292,030.85</u>
		<u>PERSONAL PROPERTY \$133,630.85 LOSS \$8000 = \$ 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
 County of Florence

Arthur M. McKenzie
 Insured

Subscribed and sworn to before me this 17th day of April, 2010

Ashley O. Colkes
 Notary Public