

THE STATE OF SOUTH CAROLINA

In the Supreme Court

Appeal from Horry County

Cynthia Graham Howe, Master-in-Equity

Ralph P. Stroman, Special Referee

RECEIVED

MAY 18 2022

SC Court of Appeals

Leticia, LLC, Movant,

In Re:

M&T Bank, Plaintiff,

v.

**Tyrone Davis; Bobby J. Bellamy; BC Fund and
Management LLC d/b/a BC Fund, LLC, Defendants.**

And

M&T Bank, Respondent,

v.

**Tyrone Davis, Bobby J. Bellamy, BC Fund and
Management, LLC d/b/a BC Fund, LLC, Defendants,**

Of whom Bobby J. Bellamy is the Appellant,

And

Tyrone Davis is the Respondent.

And

Bobby J. Bellamy, Appellant,

v.

William O. Smith, Third Party Defendant.

Appellate Case No. 2019-001682

PETITION FOR WRIT OF CERTIORARI

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INDEX

Certificate of Counsel.....17
Questions Presented.....1,2
Statements of the Case.....2,3,4

ARGUMENTS

1. THE NOVEL QUESTION WHETHER LETICIA LLC, SHOULD BE CONSIDERED AS MOVANT OR RESPONDENT.....4,5,6

2. THE COURT OF APPEALS SHOULD HAVE HELD THAT THIS ACTON IS BARRED BY RES JUDICATA.....6,

3. THE COURT OF APPEALS ERRED IN DISMISSING ATTORNEY SCOTT UMSTEAD, CLOSING ATTORNEY FOR M&T BANK.....7,8,9

4. THE COURT OF APPEALS ERRED BY FAILURE TO RECOGNIZE SOUTH CAROLINA LAW PERTAINING TO EXECUTION OF FORECLOSURE SALES.....9,11

5. Because the Master in Equity on sale and disbursement ordered all funds disbursed, the file closed and case ended on sale date, September 4, 2018 to the highest bidder on that day, the Master failed to abide by the South Carolina statues on sale of foreclosed property, the bidding was not reopened on the thirtieth day after the sale, allowing bidding to continue until the property be knocked down in the usual custom of auction to the successful highest bidder, the defendant was not allowed to upset the bid to comply with the terms of a foreclosure sale.11

6. Because the Master in Equity erred, in the order of reformation, in the Master’s report and order of foreclosure and sale, in the property description, of the quit claim deed of

BC Fund LLC by failing to inquire further about potential title defects or adverse claims in the public record that raise “red flags” in granting clauses that referred to an attached property description, which, in turn incorporates a plat, description of the property, and a clause “right of reversion’, the Master failed to execute and deliver to Leticia LLC, good and of sufficient deed of conveyance, the Master in Equity’s report on sale and disbursement should be voided.....11,12

7. Because the Master erred in order dismissing Defendants counterclaim for civil conspiracy on March 18, 2015 and failed to comply with South Carolina statue on LLC that prevents, William O. Smith, member of BC Fund and Management LLC from conveying and profiting from property owned by BC Fund LLC (*a separate entity*) as signer and alleged sole member of BC Fund LLC in a warranty deed to Tyrone Davis. The Master failed to execute and deliver to Leticia LLC, good and sufficient deed of conveyance, the Master in Equity’s Report on Sale and Disbursement, should be voided.....12,13

8. Because the Master in Equity erred in order of reformation in Master’s report and order of foreclosure and sale in the property description” of the quit claim deed of BC Fund LLC property by failing to inquire further about potential title defects or adverse claims in the public record that raise ‘red flags’ and granting clause by mutual mistake, rather than clear, cogent and convincing mounting to a certainty, the Master failed to execute and deliver to Leticia LLC, good and sufficient deed of conveyance, the Master in Equity’s report on Sale and disbursement , should be voided.....13,14

9. Because the court erred by order granting Plaintiff's Motion to Amend complaint on November 6, 2013, adding BC Fund and Management LLC DBA BC Fund LLC on both deeds, the Master failed to execute and deliver to Leticia LLC, good and sufficient deed of conveyance, the Master in Equity's Report on Sale and Disbursement, should be voided.....14,15

CONCLUSION.....15,16

Appellant Bobby Bellamy, pro se, certifies that the Petition for Rehearing was made and finally ruled on and Affirmed by the Court of Appeals on April 21, 2022.

QUESTIONS PRESENTED

1. Did the Court of Appeals err in holding that the highest bidder on September 4, 2018 was Coastal Resort Properties LLC and Letitia LLC was bidder on September 9, 2019, was a movant in this case?
2. Did the Court of Appeals err in holding that this action is not barred by res judicata?
3. Did the Court of Appeals err in dismissing Attorney Scott Umstead?
4. Did the Court of Appeals err by failure to recognize South Carolina law, pertaining to execution of foreclosure sale?
5. Did the Master in Equity's report on sale and disbursement comply with South Carolina Statutes on foreclosure sales by ordering all funds disbursed, the file closed and case ended on sale date to the highest bidder on September 4, 2018?
6. Did the Master err in order of reformation in Master's report and order of foreclosure and sale of property in description by failing to inquire further about potential defects or adverse claims in the public record that raised red flags on the quit claim deed of Bobby J Bellamy's transfer to BC Fund LLC prevent the Master from executing and delivering a legal deed of conveyance?
7. Did the Master err in order dismissing Defendants counterclaim for civil conspiracy on March 18, 2015, fail to comply with SC Statue on LLC, that prevents a member of BC Fund and Management LLC, William O. Smith from acting as alleged sole member of BC Fund LLC with no authority to sell property to Tyrone Davis in Warranty deed prevent the Master from executing and delivering a legal deed of conveyance?

8. Did the Master err in order of reformation in Master's report and order of foreclosure and sale of property description, for the plaintiff, M&T Bank for reason of mutual mistake, rather than clear, cogent and convincing mounting to a certainty prevent the Master from executing and delivering a legal deed of conveyance?
9. Did the Court err in Order granting Plaintiff's Motion to Amend complaint on November 6, 2013, authorizing a South Carolina LLC, BC Fund and Management, LLC DBA BC Fund LLC, North Carolina LLC without consent of authority from the Secretary of State of South Carolina and failure to file a notice of that name change in the office of the register of deeds in Horry County in South Carolina prevent the Master from executing and delivering a legal deed of conveyance?

STATEMENT OF THE CASE

In pursuant of SC Rule 53(e), SC Code 14-11-60 and Section 14-11-85. Appeal from final judgement of Master-in-Equity. When some or all of the cases of action in a case are referred to a Master-in-Equity or special referee, and an appeal from an order or Judgment of the master or referee must be to the Supreme Court or Court of Appeals as provided by the South Carolina Appellate Court Rules. A brief history of the case is as follows:

Bobby Bellamy employed William O. Smith, member of BC Fund and Management LLC to develop a project for low income housing in July of 2007 on his property (RP. pp150-155). William O. Smith presented a vague development plan to set up phase 1 and presented an unapproved drawing on a map owned by Bellamy Estate (RP. p100). **The drawing included 1 acre of Bobby Bellamy property and 1 acre of Tommy Bellamy property to start construction** (RP. p101-104). Finance would include a grant from State of South Carolina and a **construction** loan from M&T Bank. Bobby Bellamy transferred his property to BC

Fund LLC for financial holdings of the project and right of reversion clause with protection from dissolution of the LLC before completing the project (RP. pp92-94). BC Fund LLC was never organized in the S.C. Secretary of State office (RP. p99). Tommy Bellamy transferred his property to BC Fund LLC with \$5.00 consideration protected by that same right of reversion (RP. pp95-97). The identical property was transferred back into Tommy Bellamy's name (RP. pp130-132) by William Smith and Diane Smith. Bobby Bellamy's property was sold without Bobby Bellamy knowing of the sale or giving authority to William Smith to sell property. Scott Umstead allowed William Smith to act as sole member of BC Fund LLC (RP. pp127-129). BC Fund LLC was never organized through the secretary of state as required. Bobby Bellamy was not a signor on the warranty deed to Tyrone Davis (RP. pp127-129) or mortgage of M&T Bank (RP. pp49-56) and received no proceeds from the mortgage loan. The sale and the mortgage, was a scam to benefit from the proceeds of a mortgage loan. William Smith scammed over 75 people with stock investments in BC Fund and management LLC and property scams. Scot Umstead allowed this scam knowing that William Smith was not sole member of BC Fund LLC or BC Fund and Management LLC (RP. pp123-124) BC Fund and Management LLC included member Diane Smith with many other investing members. Scott Umstead had a duty to notify the Secretary of State and the clerk of Horry County for name change (RP. pp125-126) for compliance in standing and authority of William Smith to act as sole member of BC Fund LLC to sell property.

No construction, development or any organization of LLC was completed. Scott Umstead closing attorney for M&T Bank approved the property for a mortgage to Tyrone Davis. William Smith was signor on the mortgage and deed as alleged sole owner of BC Fund LLC. Bobby Bellamy was unaware of this scam, was not a signor on the deed or

mortgage and received no proceeds from the mortgage loan. Master erred in order dismissing Defendants counterclaim for civil conspiracy that was transferred to the Master-in-Equity from Lower Court on March 18, 2015(RP. pp1-11). The Master-in-Equity failed to comply with South Carolina Statue on LLC that prevents, William O. Smith, member of BC Fund and Management LLC from conveying and profiting from property owned by BC Fund LLC (*a separate entity*) as signer and alleged sole member of BC Fund LLC in a warranty deed to Tyrone Davis. Tyrone Davis, member of BC Fund and Management LLC made 2 payments on the mortgage. The notice of sale and the affidavit of publication was in August 2018. The Master in Equity approved this million-dollar beach property to be sold at auction to Coastal Resort property on September 4, 2018 for \$105,000. The Master in Equity approved an assignment of bid from Coastal Resort Properties to Leticia LLC on September 9, 2019 a year later (RP p137). The Master in Equity report on sale and disbursement was on September 3, 2018, but the Master failed to get proceeds from the sale, as required until September 9, 2019. Leticia was referred to as movant in the writ of assistance but transferred possession on October 22, 2019 to Rowe Ventures LLC (motion to rehear Exhibit1).

Arguments

1. THE NOVEL QUESTION OF WHETHER LETICIA LLC, SHOULD BE CONSIDERED AS RESPONDENT OR MOVANT.

On December 6, 2019, the Respondent M&T Bank moves to dismiss the case.

According to the respondent, the appellant failed to serve Leticia LLC, as respondent with the Notice of Appeal and the Amended Notice of Appeal. The property was sold to Coastal properties on September 4, 2018, Coastal properties transferred their bid on September 8, 2019 a year later to Leticia LLC, then on October 22, the Sheriff seizure order transferred the bid to Rowe Ventures LLC the property was placed in their

possession. The Notice of appeal was filed in accordance with Section 18-7-20. Proof of service was attached.

On February 28, 2020, the Court of Appeals order Respondent's motion to dismiss denied.

On March 23, 2022 the South Carolina Court of Appeals on Rule 203(b)(1), SCACR (stating the notice of appeal in a civil action must be served on all respondents with within thirty days following the receipt of written notice of the entry of the order or judgement); *Elam v. SC Dep't of Transp.*, 361 S.C. 9, 14,602 S.E.2d 772, 775 (2004); (stating the requirement of service of the notice of appeal is jurisdictional; *Judy v. Martin*, 381 S.C. 455,459,674 S.E.2d 1351, 153(2009) (stating "an unappealed ruling becomes the law of the case and precludes further consideration of the issue on appeal") Accordingly the case is moot because the court is unable to grant Bellamy the relief he seeks. The novel question the notice of appeal in a civil action must be served on all respondents but not movants. Issues and arguments are preserved for appellate review only when they are raised to and ruled on by the lower court. E.g., *Wilder Corp. v. Wilke*, 330 S.C. 71,76,497 S.E.2d 731, 733(1998); *Long v. Dunlap*, 87 S.C. 8,689 S.E. 801 (1910) *Gaffney v. Peeler*, 21 S.C. 55 (1884) (question of law which was not presented to or passed upon by the trial court cannot be raised on appeal): Rule 210(c), SCACR (record on appeal shall not include matter which was not presented to lower court). A court of law can know no other persons as parties, then those whose rights are made to appear by the record. Therefore Leticia LLC, was third party purchaser and not a party to the prior action and should not be considered as Respondent, but as Movant in this action. *Walker v. Taylor*, 104 S.C. 1, 15, 88 S.E. 300,303-04 (1916) (where land buyer prior to

sale had actual notice, orally and in writing of a claim of interest in property, buyer was not a bona fide purchaser for value without notice.

2. THE COURT OF APPEALS SHOULD HAVE HELD THAT THIS ACTION IS BARRED BY RES JUDICATA.

On December 6, 2019, the Respondent M&T Bank moves to dismiss for failure to serve the movant, Leticia LLC with the Notice of Appeal. On December 12, 2019, the Appellant replied to the motion to dismiss. On February 28, Court Order, respondent Motion to Dismiss was denied. The Notice of Appeal was filed in accordance with Section 18-7-20. Proof of Service was attached as required in form 7. The respondent's attorney recognized Coastal properties LLC bid on September 4, **2018** and Leticia LLC bid on September 9, **2019** in a brief, as highest bidder on different dates. The Horry County Sheriff's Office placed successful bidder in possession of the property to Rowe Ventures LLC (exhibit1). *Pye v. Aycock*, 325 S.C. 426, 480 S.E.2d 455 (Ct. App. 1997). One not a party to a prior action can be precluded from relitigating the issue only if he is in privity with a party to the prior action against whom an adverse finding is made. *Long v. Dunlap*, 87 S.C. 8, 68 S.E. 801 (1910) *Gaffney v. Peeler*, 21 S.C. 55 (1884) (question of law which was not presented to or passed upon by the trial court cannot be raised on appeal); *Rule 210(c)*, SCACR (record on appeal shall not include matter which was not presented to lower court). SECTION 15-39-870. Judicial sales shall be res judicata as to innocent purchasers, even without confirmation. Upon the execution and delivery by the proper officer of the court of a deed for any property sold at a judicial sale under a decree of a court of competent jurisdiction the proceedings under which such sale is made shall be deemed res judicata as to any and all bona fide purchasers for value without notice, notwithstanding such sale may not subsequently be confirmed by the court.

3. THE COURT OF APPEALS ERRED IN DISMISSING ATTORNEY SCOTT UMSTEAD, CLOSING ATTORNEY FOR M&T BANK, OVERLOOKING THE FACT THAT HE FAILED TO CONSIDER THE SOUTH CAROLINA LAWS PERTAINING TO TRANSFERRING REAL PROPERTY FROM AN LLC.

Scott Umstead prepared a deed and arranged financing for Tyrone Davis. Scott Umstead was retained by M&T Bank as closing attorney to verify compliance with the S.C Secretary of state for existence and standing of BC Fund LLC and verify clear title search for approval of a mortgage loan for \$170,000. **SECTION 33-44-1008.** Effect of failure to obtain certificate of authority.

(a) A foreign limited liability company transacting business in this State may not maintain an action or proceeding in this State unless it has a certificate of authority to transact business in this State. (d) If a foreign limited liability company transacts business in this State without a certificate of authority, it appoints the Secretary of State as its agent for service of process for claims for relief arising out of the transaction of business in this State. the principle that a grantor may not claim bona fide purchaser status if his grantor never had title to the property in question. See *Cook v. Eller*, 298 S.C. 395,397,380 S.E.2d 853,854(Ct. App. 1989) (states the general principle); 92AC.J.S. Vendor & Purchaser 484(2000) (stating “doctrine of bona fide purchaser without notice generally does not apply where there is a total absence of title in the vendor, and the good faith of the purchaser cannot create a title where none exist. The case of *Foster v. Foster*, 384 S.C. 380,384,682 S.E.2d 312,314 (Ct. App. 2009), *aff’d*, 393 S.C. 95, 711 S.E. 2d 878 (2011) stands for the principle that a deed is void when it designates a grantee that does not exist on the date of its conveyance. The “Certificate of No Record” issued by the Office of the South Carolina Secretary of State provided there is “no record of corporation using the name: BC Fund, LLC. **Section 33-43-407. (a) A limited liability company is a member-managed limited liability company unless stated in the operating agreement:** (b) In a member-managed limited liability company, the following rules apply (1) The management and

conduct of the company are vested in the members (2) Each member has equal rights in the management and conduct of the company's activities (3) A difference arising among members as to a matter in the ordinary course of the activities of the company may be decided by a majority of the members. (4) An act outside the ordinary course of the activities of the company may be undertaken only with the consent of all members (5) the operating agreement may be amended only with the consent of all members

Scott Umstead allowed William Smith to sign the deed as sole member of BC Fund LLC. He was not sole member of BC Fund LLC or BC Fund and Management LLC. William Smith and Diane Smith share ownership of BC Fund and Management LLC. BC Fund LLC was organized in North Carolina and never organized in South Carolina. **SECTION 33-44-903.** Effect of conversion on entity; filing name change on title to real property. (c)(1) If an entity that owns real property in South Carolina is converted to a limited liability company by amendment of its articles or by merger, share exchange, or reorganization, the newly-named surviving, acquiring, or reorganizing limited liability company shall file a notice of that name change in the office of the register of deeds of that county. If there is no office in that county, the notice of name change must be filed with the clerk of court of the county in which that real property is located. William Smith had no authority to transfer property without the consent of all members and had no authority to allegedly act as sole member of BC Fund LLC and sell property of BC Fund LLC. According to **Section 33-43-602(4) (B)**, when a member transfers a transferable interest, the transferor retains the rights of a member other than the interest in distributions transferred and retains all duties and obligations of a member **SECTION 33-44-404.** Management of limited liability company (1) each member has equal rights in the management and conduct of the company's business; and

(2) except as otherwise provided in subsection (c), any matter relating to the business of the company may be decided by a majority of the members.

Diane Smith's name and other members of the corporation were not included on the deed as required by law. BC Fund and Management LLC had multiple members. **SECTION 33-44-501.** Member's distributional interest.

(a) A member is not a co-owner of, and has no transferable interest in, property of a limited liability company.

Scott Umstead performed title search for M&T Bank. Scott Umstead used BC Fund and Management LLC tax ID number when the deed clearly states BC Fund LLC and failed to contact Bobby Bellamy for approval to sell his property. **SECTION 33-44-502.** Transfer of distributional interest.

A transfer of a distributional interest does not entitle the transferee to become or to exercise any rights of a member. A transfer entitles the transferee to receive, to the extent transferred, only the distributions to which the transferor would be entitled. Scott Umstead disbursed the proceeds of the loan. Bobby Bellamy did not receive proceeds from the loan and he was not signor on the mortgage or Deed. Tyrone Davis mortgage holder failed to pay the mortgage and the property went into foreclosure.

4. THE LOWER COURT AND COURT OF APPEALS ERRED BY FAILURE TO RECOGNIZE SOUTH CAROLINA LAW PERTAINING TO EXECUTION OF FORECLOSURE SALES.

The courts only considered laws presented from the Respondents attorney, The Appellant presented South Carolina law as Prose, these laws were not considered. S.C. Code Ann. § 14-11-60. Under the revised rule, the master or special referee will enter final judgment on

any matter which is referred and any appeal from a decision of the master or special referee is to the Court of Appeals or the Supreme Court as provided by the South Carolina Appellate Court. The failure of non-compliance to South Carolina laws are as follows:

SECTION 15-39-40. Counties to which execution may be issued. When the execution is against the property of the judgment debtor it may be issued to the sheriff of any county in which the judgment is **docketed by the clerk of court** in which the judgment was originally entered up or by the clerk of court of any county in which the judgment is docketed or transcribed.

SECTION 15-39-830. Conveyance after sale. Upon a judicial sale being made and the terms complied with the officer making the sale must execute a conveyance to the purchaser which shall be effectual to pass the rights and interests adjudged to be sold.

SECTION 15-39-840. Conveyances of real estate sold under execution.

When any sheriff or other officer makes a conveyance of any real estate sold by virtue of a tax execution or other execution the conveyance shall contain the name of the person owning the property executed on, the name of the judgment creditor executing, the date of execution and the date of sale.

SECTION 15-39-860. Recording and indexing of execution conveyances.

When any conveyance under Section 15-39-840 is offered to any clerk of court or register of deeds of this State for recording he shall index it under the name of the officer who made the conveyance, the name of the person whose property was executed on, as grantor, and the name of the person who purchased, as grantee.

5. Because the Master in Equity report on sale and disbursement ordered all funds disbursed, the file closed and case ended on sale date, September 4, 2018 to Coastal Properties LLC on that day, then bid was transferred to Letitia LLC, a year later on September 9, 2019 the Master failed to abide by the South Carolina statutes on sale of foreclosed property. The bidding was not reopened on the thirtieth day after the sale, allowing bidding to continue until the property be knocked down in the usual custom of auction to the successful highest bidder, the defendant was not allowed to upset the bid to comply with the terms of a foreclosure sale *section 15-39-720. SC code 29-3-680 (2012)*
(A) In any real estate foreclosure proceeding a defendant against whom a personal judgement is taken or asked, whether he has theretofore appeared in the action or not, may within thirty days after the sale of the mortgaged property apply by verified petition to the clerk of court in which the decree or order of sale was taken for an order of appraisal. Inadequacy of sale price might justify setting aside a foreclosure. This prime **beach** property was sold so low that it was appraised more than 10 times the auction bid. The respondent M&T Bank had an obligation to reject the bid.
6. Because the Master in Equity erred in order of reformation in Master's report and order of foreclosure and sale, in property description, in the quit claim deed of BC Fund member, Bobby Bellamy's property by failing to inquire further about potential title defects or adverse claims in the public record that raise "red flags" in granting clauses that referred to an attached property description, which, in turn incorporates a plat, description of the property, and a clause "right of reversion", the Master failed to execute and deliver to Leticia LLC, good and of sufficient deed of conveyance, the Master in Equity's report on sale and disbursement should be voided. After dissolution of BC Fund

and Management LLC, Tommy Bellamy right of reversion was implemented. The property was transferred back into Tommy Bellamy's name. Bobby Bellamy right of reversion was dishonored. "*Bacon v. Robertson*, 59 U.S. 480, 15 L. " *McAlhany v. Murray*, 89 S.C. 440, 445 (S.C. 1911) The effects of a dissolution of a corporation are usually described to be, the reversion of the lands to those who had granted them; the extinguishment of the debts, either to or from the corporate body, so that they are not a charge nor a benefit to the members. The case of *Diamond etc. Co. v. Husbands* (Del.), 68 A. 240, grew out of the dissolution of a business corporation, but the Court discussed the subject in general terms, holding that even if the person who conveyed to a corporation for a valuable consideration could claim the reversion on dissolution of the corporation. The Appellant Bobby Bellamy received \$5.00 for consideration for his property and a right of reversion if the corporation failed to complete the project before dissolution of the corporation.

7. Because the Master erred in order dismissing Defendants counterclaim for civil conspiracy on March 18, 2015 and failed to comply with South Carolina Statue on LLC. **SECTION 33-44-1005.** Name of foreign limited liability company.(a) If the name of a foreign limited liability company does not satisfy the requirements of **Section 33-44-105**, the company, to obtain or maintain a certificate of authority to transact business in this State, must use a fictitious name to transact business in this State if its real name is unavailable and it delivers to the Secretary of State for filing a copy of the resolution of its managers, in the case of a manager-managed company, or of its members, in the case of a member-managed company, adopting the fictitious name, that prevents, William O. Smith, member of BC Fund and Management LLC from conveying and profiting from

property owned by BC Fund LLC (*a separate entity*) as signer and alleged sole member of BC Fund LLC in a warranty deed to Tyrone Davis. (5) except as otherwise provided in the agreement of conversion pursuant to **Section 33-44-910(c)**, all the members of the converting limited liability company continue as general partners or limited partners of the limited partnership in accord with the agreement of conversion.

(c)(1) If a limited liability company that owns real property in South Carolina is converted to a limited partnership, the newly-named limited partnership must file a notice of that name change in the office of the register of deeds of the county in South Carolina in which the real property is located. If there is no office in that county, a notice of name change must be filed with the clerk of court of the county in which that real property is located.

The Master failed to execute and deliver to Leticia LLC, good and sufficient deed of conveyance, the Master in Equity's Report on Sale and Disbursement, should be voided.

8. Because the Master in Equity erred in order of reformation in Master's report and order of Foreclosure and Sale in property description" of the quit claim deed to BC Fund LLC, by failing to inquire further about potential title defects or adverse claims in the public record that raise 'red flags' and granting clause by mutual mistake, rather than clear, cogent and convincing mounting to a certainty. This burden of proof in a reformation action is a higher burden than a party would carry in a regular civil suit. *Farmer City State Bank v Guingrich*, 139 Ill App 3d 416, 427, 487 NE2d 758, 765, 94 Ill Dec 1, 8 (4th D, 1985). Courts have further attempted to refine what this standard means. One court said that the evidence must be "such as will strike all minds alike as being unquestionable and free from reasonable doubt. the remedy and reformation on account of an alleged

mistake is never granted upon a probability, nor upon a mere preponderance of the evidence, but only upon evidence amounting to a certainty." *David v Schiltz*, 415 Ill 545, 114 NE2d 691 (Ill, 1953), citing *Christ v Rake*, 287 Ill 619, 122 NE 854 (Ill, 1919). but if the evidence successfully shows that there was a mutual mistake at the time the deed was executed and "at that particular time the parties intended to say a certain thing and by mistake of fact expressed another," the deed will be reformed. *Matthews v Whitethorn*, 220 Ill 36, 77 NE 89 (Ill, 1906). The Master failed to execute and deliver to Leticia LLC, good and sufficient deed of conveyance, the Master in Equity's report on sale and disbursement, should be voided.

9. Because the court erred by order granting Plaintiff's Motion to Amend complaint on November 6, 2013, adding BC Fund and Management LLC DBA BC Fund LLC on both deeds, **SECTION 33-44-1002**. Application for certificate of authority. a) A foreign limited liability company may apply for a certificate of authority to transact business in this State by delivering an application to the Secretary of State for filing: (b) A foreign limited liability company shall deliver with the completed application a certificate of existence or a record of similar import authenticated by the Secretary of State or other official having custody of company records in the State or country under whose law it is organized.

(c) By applying for a certificate of authority to transact business in this State, the foreign limited liability company agrees to be subject to the jurisdiction of the Department of Revenue and the South Carolina courts to determine its South Carolina tax liability, including withholding and estimated taxes, together with any related interest and penalties, if any. Applying for a certificate of authority is not an admission of tax

liability. the Master failed to execute and deliver to Leticia LLC, good and sufficient deed of conveyance, the Master in Equity's Report on Sale and Disbursement, should be voided.

CONCLUSION

Contrary to the mutual agreement with Bobby Bellamy to build low income housing, Scott Umstead, allowed William O. Smith, to singularly, act as alleged sole member of BC Fund LLC with no Certification of Authority to transact business in the State of South Carolina under foreign name BC Fund LLC and without the mutual consent and knowledge of other members of B C Fund and Management LLC. William O Smith, Tyrone Davis and Scott Umstead fraudulently created BC Fund and Management LLC d/b/a BC Fund LLC. The property was sold to Tyrone Davis, member of BC Fund and Management LLC in a mortgage loan approved by M&T Bank. The closing attorney of M&T Bank, Scott Umstead, failed to secure a proper title search, failed to secure property Certificate of Authority from the S.C. Secretary of State. Scott Umstead was employed by M&T Bank, both guilty of allowing William O Smith, authority to legally transact business in South Carolina, knowing that BC Fund LLC was not a legal entity. The Master in Equity erred in reformation of deed because Tyrone Davis was not a bona fide purchaser for value (1) he didn't pay the purchase money in full (2) he did not purchase and acquire the legal title, to the property and (3) he did not purchase in good faith and with integrity of dealing without notice of a lien or defect. Respondent Tyrone Davis never gained legal title to the property. The principle apply that a grantor may not claim bona fide purchaser status if he never had title to the property in question.

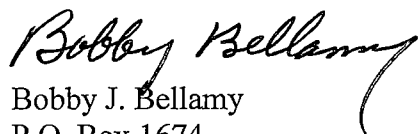
The Horry County Master in Equity was replaced this year. Under her administration multiple property owners many people of color in Horry County has lost valuable property as a result of

foreclosure and sale because the judge ruled against the defendant and failed to apply the rules of foreclosure and sale law of South Carolina. The Master in Equity task the plaintiff's attorney to submit order for her signature, composed of her ruling on their behalf against the defendants. The order from Master in Equity should have been based on the laws of South Carolina. The Master in Equity held this foreclosure case without ruling for 10 years, costing the petitioner thousands of dollars in attorney fees, depositions and over six thousand in transcripts.

I pray that the Supreme Court will look into these illegal practices and help not only the petitioner of this case but protect the citizens of Horry County from these kinds of scams. For the reasons, stated, petitioner asks the Court to grant the petition for a writ of certiorari.

May 16, 2022

Respectfully submitted,



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THE STATE OF SOUTH CAROLINA

In the Supreme Court

Appeal from Horry County

Cynthia Graham Howe, Master-in-Equity

Ralph P. Stroman, Special Referee

Leticia, LLC, Movant,

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In Re:

M&T Bank, Plaintiff,

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**Tyrone Davis; Bobby J. Bellamy; BC Fund and
Management LLC d/b/a BC Fund, LLC, Defendants.**

And

M&T Bank, Respondent,

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**Tyrone Davis, Bobby J. Bellamy, BC Fund and
Management, LLC d/b/a BC Fund, LLC, Defendants,**

Of whom Bobby J. Bellamy is the Appellant,

And

Tyrone Davis is the Respondent.

And

Bobby J. Bellamy, Appellant,

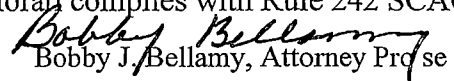
v.

William O. Smith, Third Party Defendant.

Date May 16, 2022

CERTIFICATE OF COUNSEL

The Undersigned, certifies that a petition for rehearing or reinstatement was made and finally ruled on by the Court of Appeals. Writ of Certiorari complies with Rule 242 SCACR.


Bobby J. Bellamy, Attorney Pro se
3664 Sea Mountain Highway
Little River, South Carolina, 29566
843 457-3625

RECEIVED
MAY 18 2022
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Supreme Court
Appeal from Horry County
Cynthia Graham Howe, Master-in-Equity
Ralph P. Stroman, Special Referee

Leticia, LLC, Movant,

In Re:

M&T Bank, Plaintiff,

v.

**Tyrone Davis; Bobby J. Bellamy; BC Fund and
Management LLC d/b/a BC Fund, LLC, Defendants.**

And

M&T Bank, Respondent,

v.

**Tyrone Davis, Bobby J. Bellamy, BC Fund and
Management, LLC d/b/a BC Fund, LLC, Defendants,**

Of whom Bobby J. Bellamy is the Appellant,

And

Tyrone Davis is the Respondent.

And

Bobby J. Bellamy, Appellant,

v.

William O. Smith, Third Party Defendant.

Appellate Case No. 2019-001682

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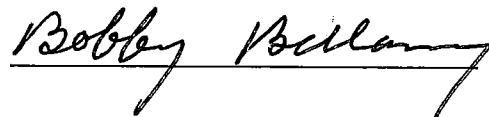
SC Court of Appeals

PROOF OF SERVICE

The undersigned certify that have served the Petition for Writ of Certiorari on M&T Bank by depositing a copy of it in the United States Mail, postage prepaid, on May 16, 2022 addressed to his Attorney of record, **Cliff Moore III, Adams and Reese LLP, 1501 Main Street 5th floor, Columbia, SC 29201**

The undersigned certify that have served the Petition for Writ of Certiorari on M&T Bank by depositing a copy of it in the United States Mail, postage prepaid, on May 16, 2022 addressed to his Attorney of record, **John B. Kelchner, Hutchens Law Firm P.O. Box 8237, Columbia, S.C. 29202**

The undersigned certify that have served the Petition for Writ of Certiorari on Tyrone Davis by depositing a copy of it in the United States Mail, postage prepaid, on May 16, 2022 addressed to his Attorney of record, **Daniel J. Orvin, Womble Bond Dickson LLP, 5 Exchange St. Charleston, S.C. 29401**



Bobby J. Bellamy, Attorney Pro se
3664 Sea Mountain Highway
Little River, South Carolina, 29566
843 457-3625

The Honorable Patricia A. Howard
Supreme Court of South Carolina
P.O. Box 11330
Columbia, SC 29211

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MAY 18 2022
SC Court of Appeals

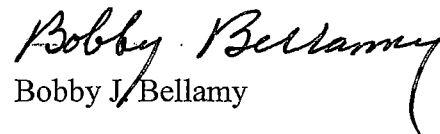
re: M&T Bank vs. Tyrone Davis, et al
Appellant Case No. 2019-001682

Dear Ms. Howard:

I have received an Order denying Petition to rehear enclosed the original Petition for Writ of Certiorari, proof of service and a \$250.00 check for filing fee. Thank you for your assistance.

Date 5/16/22

Sincerely,


Bobby J. Bellamy

cc: Jenny Abbott Kitching Clerk, SC Court of Appeals

Cliff Moore Esq.

John Kelchner Esq.

Daniel Orvin Esq.

Bobby Bellamy
P.O. Box 1674
Little River, SC
29566



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MAY 18 2022
SC Court of Appeals

SC Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Clerk of Court James Kitchinas

