

THE STATE OF SOUTH CAROLINA
In the Court of Appeals.

APPEAL FROM OCONEE COUNTY
Court of Common Pleas

Steven C. Kirven, Master of Equity

Case No. 2020-CP-37-00249
Appellate Case No. 2022-000699

RECEIVED
OCT 28 2022
SC Court of Appeals

Michel D. Haynes Appellant,

vs.

Saverne Haynes Respondent.

INITIAL BRIEF OF RESPONDENT

Saverne D. Haynes
211 S. Poplar Street
Seneca, SC 2678
864-710-2934
Pro se for Respondent

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SC Code 36-1-101	pg 5,6
UCC Code (explained)	pg 5

STATEMENTS OF ISSUES AGAINST APPEAL

1. I, Saverne D. Haynes, respondent have never signed a loan agreement with either of my parents, Rev. Efford Haynes, Mrs Lucille Haynes or any of my siblings during my lifetime.
2. Since the Appellant, my brother Michel D. Haynes cannot provide any proof thereof that he presented in writing or inquired of me about this so-called loan before filing this court case is not following any sort of procedure.
3. The appellant, Michel Haynes cannot prove that, I made payments, paid this so-called loan off or made payments at all. I admitted that payments were not made due to the fact that I did not borrow this money from my parents. I have no reason to not be honest.
4. Since the appellant continues to put forth false accusations against Saverne Haynes, the Respondent, the SC Code 15-3-530 comes into place. This is not a negotiable instrument. Therefore, this debt that the appellant is claiming owed to him is now and at the time he filed these papers were time barred. Statute of Limitations to collect had been exceeded.
5. The appellant Michel Haynes brings up the S.C. Code **36-Commercial Code** and various sections of this code. Note that stated under this law:
Section 36-1-101 Short title
 - (1) This title shall be known and cited as Uniform Commercial Code
 - (2) This chapter may be cited as Uniform Commercials Code-General Provisions
6. **UCC Universal Commercial Code** is a set of laws concerning commercial transaction, such as the sale of goods. It also covers secured transaction where a lender gains the right to foreclose on a borrower's collateral should the borrower default on a loan. This is also called a security interest. Finally, the UCC governs negotiable instruments. Negotiable instruments (which this loan document is not) are a specialized type of document guaranteeing payment by a set date or on demand.
The UCC aims to provide clarity and consistency across the country. Each state has such laws on commercial transactions, secured transactions, and negotiable interest; however, they have varied historically in strength and breadth. That's why the UCC is called a uniform code, and reliability for companies operating across state lines. In other words, it makes these laws uniform in their application from one jurisdiction to another.

7. Once again SC Code 36 can not and should not be used in this Personal Loan Claim by appellant Michel Haynes.
8. The trial court has not erred in its determination on the outcome of this case.
9. The appellant, Michel Haynes cannot in any way convince this court that his father who was a very intelligent man would loan someone this amount of money who has been retired for four years per the date on this document, with no job and no income that he knows of.

STATEMENT OF THE CASE THAT IS UNFOUNDED

1. Refer to the Final Order filed May 12, 2022, in its entirety.
2. The appellate, Michel Haynes has made claims that the respondent admitted to signing the Personal Loan Agreement. I have stated that the signature on the Personal Loan Agreement looked like my signature, but I did not sign this document.
3. The appellate, Michel Haynes states that because the respondent, Saverne Haynes denial of ever making a payment confirms her breach to repay the Note in the installments as promised. If I deny signing and did not know this document even existed until the appellate, Michel D. Haynes filed this court case how is it a breach of anything? If Michel Haynes the appellate believed this document to be legal and true why did he not inquire about this with the respondent, Saverne Haynes or send a letter letting to the respondent Saverne Haynes, his sister notifying her of this document and that he would take legal action if I did not reply within a certain time frame.
4. How could I respond with anything other than a general denial. I stated that my parents saved money for me. This statement is a fact to the respondent yet not useful without proof of this information.
5. After searching through containers, I did find proof. I retired with Duke Power after 30 years of service as Nuclear Chemist. I gave my parents \$500.00/+ a month for at least 25 years. I brought several of some of the oldest checks I had found to court. I stated to the appellant if he wanted substantial prove of this I would present copies to the court and to the appellant and his representative. The appellant nor his representative wanted any evidence. The appellant at no incident ever refuted that I gave money to my parents for savings regardless of how many times I mentioned this fact.
6. The appellant Michel D. Haynes could not show any evidence to prove that he had deposited any funds in the account that the check was written on.
7. I do believe that if the appellate, Michel Haynes and his representative would have agreed to let the Respondent make copies of all bank documents that had been found; not only would there be a complete setoff but possibly a setoff with a remaining balance.

FACTS

1. Refer to the Final Order, filed May 12, 2022

2. Therefore, there should be no appeal allowed upon the testimony of the respondent and the facts that apparently would have shown proof that the appellant, Michel Haynes could now owe a considerable amount of money to the respondent, Saverne Haynes.

3. Why should the respondent sue her father, Rev. Efford Haynes, who died in 2017 or his estate? My father nor my mother have not stolen any money from me or my accounts that were left after they passed. This missing money and the culprit along with all his accomplices will be named with proof in the probate court hearing.

4. The court has not erred in its findings of the set off. The respondent had only found proof this evidence a few days before trial. The respondent cannot go through years of statements and present it to court in 2 to 3 days. What is so peculiar is that a request to present these documents to the appellant and his representative is not wanted and/or denied. Was the concern of maybe proving the appellate, Michel Haynes allegations false and the detrimental destruction to his case. The appellant, Michel D. Haynes apparently wants no evidence to prove that he cannot receive the \$50,000.00 dollars. Yet the appellate, Michel Haynes may now owe money to the respondent, Saverne Haynes. Knowing the truth and abiding by the laws South Carolina, along with the Attorneys who represent and uphold these laws should always come first.

CONCLUSION

Michel D. Haynes has not presented clear or convincing evidence to the court. As the court ruled this loan document presented is not a Negotiable Document. Therefore, SC code of law 36 cannot be used to get extra time on the Statute of Limitations.

If the appellant had opted to give the respondent time to present the evidence recently founded from old bank statements. The court would have been presented with true, clear and precise evidence.

Therefore, the Order of the Trial Court should remain as ordered. Judgement for Saverne Haynes and Michel Haynes Claims against Saverne Haynes remain dismissed and forever ended with prejudice,

September 29, 2022

Respectfully submitted,

s/ Saverne Haynes, Pro se
211 South Poplar Street
Seneca, SC 29678
(864)710-2934

FORM 7

PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

[In The Supreme Court]

APPEAL FROM OCONEE COUNTY

Court of Common Pleas

Steven C. Kirven, Circuit Court Judge

Case No. 2020-CP-37-00249

Appellate Case No. 2022-000699

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OCT 28 2022
SC Court of Appeals

Michel D. Haynes, Plaintiff,
Appellant,

v.

Saverne Haynes,
Respondent,

PROOF OF SERVICE

Respondent's Critical Brief (SH)
I certify that I have served the Notice of Appeal on Michel D. Haynes, on October 28, 2022, addressed to his attorneys, Caroline Elizabeth Waldrep and Robert L. Waldrep Jr., 116 W. Whitner Street, Anderson, South Carolina 29624 by certified United States Mail.

October 28, 2022

Saverne Haynes, pro se
211 South Polar Street
Seneca, SC 29678
(864) 710-2934