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SC Court of Appeals

**THE STATE OF SOUTH CAROLINA
In The Court of Appeals**

**APPEAL FROM ANDERSON COUNTY
Court of Common Pleas**

R. Lawton McIntosh, Circuit Court Judge

Appellate Case No. 2024-001883

Beverly Faye Wideman Appellant.

v.

Willie Mackey Respondent.

INITIAL BRIEF OF RESPONDENT

PRUITT & PRUITT

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STATEMENT OF ISSUES ON APPEAL

1. DID THE TRIAL COUR ERR IN FINDING APPELLANT FAILED TO PROVE ENTITLEMENT TO ANY RELIEF?
2. DID THE TRIAL COURT COMMIT ANY ERRORS REQUIRING REVERSAL OR REMAND?

STATEMENT OF THE CASE

Plaintiff/Appellant Beverly Faye Wideman (“Appellant”) filed this action at some point in 2020 with the Anderson County Magistrate’s Court. Appellant’s Pro Se Complaint requested punitive damages against Defendant Willie Mackey d/b/a Mackey & Son Home Repairs and Remodeling (“Respondent”). Appellant further sought court costs and a jail sentence for Respondent in her civil action. Respondent did not file any responsive pleadings in the Magistrate’s Court and no responsive pleadings were required.

Following a bench trial before the Magistrate’s Court, that Court found that Appellant had not filed within the applicable statute of limitations and dismissed, with prejudice. Appellant filed an appeal with the Circuit Court. The Circuit Court reversed in a Form 4 Order following a hearing in December 2022, remanding the case to the Magistrate’s Court to make specific findings. At a new hearing following remand on March 28, 2023, the Magistrate denied Respondent’s Motion to Dismiss. The case proceeded to a non-jury trial. After a full hearing, the Magistrate found that Appellant failed to prove her case, and specifically found Appellant failed to present evidence of the scope of work under any alleged contract, evidence of actual damages, or really any

matter which would have allowed the Court to grant her relief. Appellant failed to plead, let alone prove, any actual damages or how the Court could grant the punitive damages requested or incarcerate Respondent based on the limited evidence Appellant presented.

Appellant filed a second Pro Se appeal with the Circuit Court, alleging various reasons she believed she did not receive a fair trial by no specific errors of law.

Following a hearing on November 28, 2023, the Court affirmed by Form 4 Order.

Appellant filed a Motion to Reconsider to which Respondent replied. The Circuit Court, by another Form 4 Order filed December 28, 2023, denied Appellant's Motion without a hearing. Appellant then tried, at length, to perfect her appeal to this Court.

STANDARD OF REVIEW

The standard of review in this case is uncertain as Appellant has failed to inform the Court of the specific nature of the underlying action or of any specific errors. Broadly construing the record, it appears Appellant's claims most likely involve an alleged contract and its breach. A breach of contract claim is an action at law. *Barnacle Broad., Inc., v. Baker Broad., Inc.*, 343 S.C. 140, 146, 538 S.E.2d 672, 675 (Ct.App.2000). In an action at law tried without a jury, "our scope of review extends merely to the corrections of errors of law." *Id.* Therefore, [the]... court will not disturb the trial court's findings unless they are found to be without evidence that reasonably supports those findings. *Townes Assocs., Ltd. v. City of Greenville*, 266 S.C. 81, 86, 221 S.E.2d 773, 775 (1976). *South Carolina Elec. & Gas Co. v. Hartough*, 654 S.E.2d 87, 375 S.C. 541 (S.C. App. 2007).

STATEMENT OF FACTS

The parties apparently had some form of arrangement for Respondent to complete work at Appellant's home. The details of any alleged agreement were not presented to the Trial Court and are not before this Court. The Respondent admits previously doing work for the Appellant. The details of any payments requested or made were not presented to the Trial Court and are not before this Court. The Respondent admits he refused to do further work for Appellant. To the extent the parties may have had a valid contractual relationship, the details of any alleged breach were not presented to the Trial Court and are not before this Court.

Appellant did not assert, or present any evidence, of actual damages. The sole request for damages before the Trial Court was Appellant's request for punitive damages. Assuming Appellant had plead or proven any actual damages, there was no evidence of reckless or intentional conduct that would support an award of punitive damages in this action, essentially contractual in nature.

ARGUMENT

This Court is left in a difficult position to search for errors by the Court below as Appellant has not alleged any specific errors or made any argument as to why unidentified errors necessitate reversal. Appellant broadly, and briefly, suggests that this case requires reversal so that she may have a trial. However, the limited record before the Court reflects that Appellant has had a trial where she failed to prove any actionable claims. The failure at trial is exacerbated where Appellant has failed to present any

argument or supporting authority in support of her appeal. This Court should affirm.

1. Appellant Failed to Prove her Case at Trial

This case appears to involve an alleged contract. "The elements for a breach of contract are the existence of a contract, its breach, and damages caused by such breach." *Hotel & Motel Holdings, LLC v. BJC Enters., LLC*, 414 S.C. 635, 652, 780 S.E.2d 263, 272 (Ct. App. 2015) (quoting *S. Glass & Plastics Co. v. Kemper*, 399 S.C. 483, 491-92, 732 S.E.2d 205, 209 (Ct. App. 2012)). "The general rule is that for a breach of contract the [breaching party] is liable for whatever damages follow as a natural consequence and a proximate result of such breach." *Id.* (alteration by court) (quoting *Kemper*, 399 S.C. at 492, 732 S.E.2d at 209).

In this case, Appellant failed to prove any of the elements for a proper claim. To prove a contract, Appellant was necessarily required to prove a valid agreement and its scope. To prove breach, Appellant was required to prove specific acts which Respondent was required to perform which he failed to complete. Appellant was also required to prove damages. Appellant failed to present sufficient evidence on each point. As to damages specifically, assuming Appellant had proven both a contract and its breach, Appellant failed to even allege actual damages.¹

2. Appellant Failed to Identify any Errors in the Court Below or Provide Supported Arguments in Favor of her Appeal.

Appellant has the responsibility for presenting an adequate record to this Court and providing argument, with supporting authority, in support of her position on appeal.

¹ *Holmes v. Nationwide Life Insurance, Co.*, 273 S.C. 711, 258 S.E.2d 924 (actual damages are the actual losses and expenses which the plaintiff has suffered because the defendant breached a contract).


Appellant has failed to do either. This Court should disregard Appellant's Brief in its entirety. Appellant has effectively abandoned her appeal by failing to make an argument, or to support any argument with relevant authority. Indeed, Appellant's Brief is the textbook definition of merely conclusory statements. *See First Sav. Bank v. McLean*, 314 S.C. 361, 363, 444 S.E.2d 513, 514 (1994) (finding an appellant was deemed to have abandoned issue for which he failed to provide any argument or supporting authority). Appellant appears to raise only a single argument in the single section of her brief, specifically, that "case dismissal requires a new trial." While the few statements contained elsewhere in Appellant's brief do inform the Court that the case is apparently about a contract, and that she would like the case remanded or judgment in her favor, Appellant provides neither a rationale for her position nor how any argument as to how the Court below erred. In the absence of any argument on the only issue that appears to have been raised on appeal, Appellant should be deemed to have abandoned her entire appeal. This Court should summarily affirm.

CONCLUSION

All parties, including Pro Se litigants, should have open access to the courts to vindicate their rights. Equal entitlement to court access is no guarantee of success on the merits nor should access be unlimited. Appellant had her day in Court, had two (2) separate appeals before the Circuit Court, and has been provided with every opportunity to present her case. However, the problem of proof remains. In the absence of evidence, argument, or authority that would warrant reversal or remand, the Court should AFFIRM.

September 24, 2025

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PROOF OF SERVICE

I certify that I have served the **Respondent's Initial Brief** on September 24, 2025
by U.S. Mail as follows:

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September 24, 2025

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