

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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MAY 26 2015

APPEAL FROM LEXINGTON COUNTY
In the court of Common Pleas

SC Court of Appeals

Edgar W. Dickson, Presiding Judge

Appellate Case No.: 2014-001154

Lydia Miller and Doris Knight.....Plaintiffs,

Of Whom Lydia Miller is the.....Respondent,

v.

Willie Fields, Paula White, and The Refurb Center, Inc.....Defendants,

Of Whom Willie Fields.....Appellant

INITIAL BRIEF OF RESPONDENT

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ARGUMENT

I. RESPONDENT DID HAVE STANDING TO PURSUE THIS ACTION AGAINST APPELLANT.

Respondent testified several times during the course of this trial that her brother, Glen Tool was either “mildly retarded” or “mentally retarded”. (Transcript Record, p. 5, Line 5; p. 16, Line 9; p. 22, Line 4). Further, Respondent testified that she placed the down payment of Twelve Thousand Dollars into the account of her brother. (Transcript of Record, p. 28, Lines 5-12). Appellant or his designee in his business, Paula White, did not deal with anyone else other than Respondent in regards to this oral contract. The record is clear as to this fact. Thus, Appellant entered into an oral contract with Respondent on May 27, 2011 to provide Respondent with a double wide mobile home by accepting the down payment of Twelve Thousand Dollars (\$12,000.00). (Transcript of Record, p. 9; Lines 18-25; p. 10 ; Lines 1-25; p. 11; Lines 1-13). In turn, Respondent is the proper the party to pursue the breach of contract action in this manner.

II. THE TRIAL DID NOT ERRED IN AWARDING DAMAGES TO RESPONDENT FOR BREACH OF CONTRACT WITH APPELLANT.

Respondent testified Appellant indicated that the mobile home would be ready in the middle of August of 2011. (Transcript of Record, p. 12, Line 24- p. 13, Line 2). According to Respondent, the mobile home was not in livable condition as of this time and she provided pictures to the Court to show the non-livable condition of the mobile home. (Transcript of Record, p. 14, Lines 5-25, p. 15, Lines 1-14). Thus, as indicated in the Final Order from this trial, Respondent “did not receive from Defendant Fields (Appellant) what was bargained in return for the given consideration by Plaintiff Miller (Respondent) and the consideration should be returned to Plaintiff Miller (Respondent)”. (Final Order, p. 2, paragraph 5). Simply, Respondent did not

get the mobile home in livable condition in August of 2011 which was bargained for the down payment of Twelve Thousand Dollars (\$12,000.00) given to the Appellant.

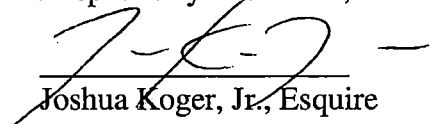
III. THE TRIAL COURT DID NOT ERRED IN FAILING TO AWARD APPELLANT DAMAGES FOR BREACH OF CONTRACT AGAINST RESPONDENT.

The Court found that Appellant breached the contract with Respondent and therefore, was not entitled to any damages caused by Appellant's breaching of this contract.

CONCLUSION

Respondent requests that this Court affirms the findings of the Final Order of the Honorable Judge Edgar W. Dickson from the January 6, 2014 trial and filed on April 28, 2014.

Respectfully Submitted,



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May 15, 2015
Columbia, SC

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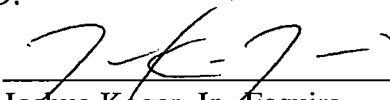
v.

Willie Fields.....Appellant.

PROOF OF SERVICE

I certify that I served the Initial Brief, postage prepaid, on May 20, 2015
addressed to the attorney(s) of record, John C. Bradley, Esquire, Moore Taylor, 1700
Sunset Boulevard, West Columbia, SC 29169.

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