

This matter arose from a dispute over a roof leak. According to the facts as alleged by the parties, Appellant Pepperman and his wife purchased a property from Appellees. The property included a home and a detached barn. According to Appellants, the roof of the barn leaked with the "first driven rain" that they experienced there. Appellants sued Appellees on a latent defect claim. Appellees counterclaimed against Appellants. At trial, the Magistrate Court held, in its discretion, that neither party had proven its case. Thus, the trial judge held in favor of Appellees on the original claim, and in favor of Appellants on the counterclaim. Final disposition was issued on or about May 13, 2016. Appellant wrote and filed the notice of civil appeal to this Court with the Clerk of Court on May 23, 2016. The trial court's return was filed on July 29, 2016, following Appellant's notice of appeal in the instant matter.

STANDARD OF REVIEW

Appeals from the Magistrate Courts are to the Circuit Courts of this state. *SC Code Ann Sec. 18-7-10 (Supp 2015)*. The Circuit Court is empowered to correct errors of law or fact when sitting as the appellate court. *S.C. Code Ann Sec. 18-7-170 (Supp 2015)*. However, the reviewing court is not required to disregard the findings of the trial court judge who saw and heard the witnesses and was in a better position to evaluate the testimony.

ANALYSIS

Pursuant to S.C. Code Ann. § 27-50-10(2), "'Disclosure statement' means a residential property condition disclosure statement written on a form as required by this article and promulgated by regulations of the commission." A "[r]eal estate contract" means a contract for the transfer of ownership of real property. S.C. Code Ann. § 27-50-10(6). Further, "[r]eal property" means the lot or parcel and the dwelling unit described in a real estate contract subject to this article. S.C. Code Ann. § 27-50-10(8). S.C. Code Ann. § 27-50-20 states that the article applies to the

following transfers of residential real property consisting of at least one but not more than four dwelling units: (1) sale or exchange; (2) installment land sales contract; or (3) lease with an option to purchase contract.

As laid out in the aforementioned code sections, the Residential Property Condition Disclosure Statement applies to the lot or parcel and the dwelling unit described in the contract. The real estate contract may include barns, outbuildings, or other structures, but those are not included in the Disclosure Statement since they are not categorized as a dwelling unit. The General Assembly enacted these statutes to protect persons in regard to their home or dwelling, but no protection is made as to a barn or outbuilding. As such, Appellants cannot claim protection under the Code. Appellants do not raise errors of law or fact, and this Court may not conduct a de novo hearing. The holdings of the Magistrate Court are affirmed.

CONCLUSION

Appellants fail to meet the requisite standard for this Court to overturn the holdings of the Magistrate Court. Thus, Appellants' appeal is dismissed, and the disposition rendered by the trial judge is affirmed.

IT IS SO ORDERED.



Spartanburg Common Pleas

Case Caption: Walter L Pepperman II , plaintiff, et al VS Henry H Edwards ,
defendant, et al
Case Number: 2016CP4201952
Type: Order/Other

It is so Ordered.

s/ R. Keith Kelly - 2165

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SC Court of Appeals

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M. Hope Blackley

CLERK OF COURT
SPARTANBURG COUNTY
BY: *[Signature]* - Miller, D.C.
DATED: 11-14-16