

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

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APPEAL FROM SPARTANBURG COUNTY  
Court of Common Pleas

AUG 16 2017  
SC Court of Appeals

R. Keith Kelly, Circuit Court Judge

Appellate Case No. 2016-002552

Walter L. Pepperman II, and T. Ann Pepperman,

Appellants,

v.

Henry H. Edwards, and Pamela J. Edwards,

Respondents.

BRIEF OF RESPONDENTS

Henry H. Edwards

Pamela J. Edwards  
2081 Red Radford Road  
Campobello, SC 29322  
(864) 381 3928  
Appellees, Pro Se

August 14, 2017

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## STATEMENT OF ISSUES ON APPEAL

- I. Did Not The Courts Below Fail To Apply The South Carolina Civil Law Rule Of Caveat Venditor Whereby The Sale Of The Residential Real Property By Respondents To Appellants Raised An Implied Warranty Against Latent Defects Which Was Breached By Undisputed Evidence Of Multiple Leaks In The Property's Barn Roof? The Respondents Do Not Agree The Courts Failed.
- II. Did Not The Courts Below Incorrectly Construe The Residential Property Condition Disclosure So As To Exclude From Its Coverage The Roof Leakage In The Property's Barn? The Respondents Do Not Agree The Courts Below Incorrectly Construe The Residential Property Disclosure Concerning The Barn.
- III. Do Not Certain Procedures In The Courts Below Fail To Comport With The Fair And Orderly Administration Of Justice In This State? The Respondents And The Appellants Have Failed Also.

## STATEMENT OF THE CASE

On December 29, 2014 appellants purchased a property from respondents which had a house and unattached barn on it. Respondents purchased a townhouse located in Charleston S.C. area from the appellants as part of our purchase agreement. Both closings were handled by a Charleston attorney appellants had chosen. There was a dispute at closing but both sides agreed to terms and we closed on both properties.

Several months after closing appellants sent respondents an email stating the barn roof was leaking in multiple places and they would pursue it legally if we did not correct the defect. Respondents read the email a few days later and sent an email back and requested to investigate the problem. Four days later the appellants' paid their repair contractor who had installed new shingles over the old ones.

Civil action was commenced in Magistrate's Court for the County of Spartanburg on August 3, 2015, seeking damages in the amount of \$2000 plus costs to replace shingles on the roof of barn located on the property appellants had purchased from respondents. Appellants based their claim on the required sellers disclosure claiming respondents had misrepresented that there were no roof defects. Respondents' defense was that they were unaware of any defects, damages, or leaks to barn roof before closing. Respondents made a counterclaim about defects in the townhouse they purchased from appellants. The counterclaim was not retaliatory as appellants claim in their Statement of Case in their brief. Respondents disputed this at Magistrate trial.

A trial was held in the Magistrate's Court on November 30, 2015. After trial appellants sent a letter to the magistrate dated December 1, 2015. The magistrate left letter unopened in case file.

A decision issued by the magistrate on May 13, 2016, and dated April 29, 2016 denied relief on appellants' claim and respondents' counterclaim. The essence of the ruling was that the

sellers' disclosure did not cover the barn. Nothing was acknowledged or addressed about a latent defect claim.

Appellants' Notice of Appeal to the Court of Common Pleas on May 23, 2016.  
Appellants did not order a transcript from magistrate trial.

Hearing in the Court of Common Pleas held on August 25, 2016. Appellants argued on disputed testimony from magistrate trial and also tried to enter new evidence and testimony not presented at magistrate trial.

Order Affirming the Hold of the Magistrate dated September 9, 2016 upheld magistrate decision and did not acknowledge that any latent defect was proven.

Notice of Appeal in this court was served on December 19, 2016. Amended Notice of Appeal was served on January 10, 2016.

Respondents were not served the Notice of Appeal. Respondents were out of state for the winter the entire months of December 2016 and January 2017.

Transcript was again not ordered and appellant filed their brief on January 17, 2017. In a response to Ms. Kitchings, Clerk, about the need for a transcript the respondents requested both transcripts from the lower courts. On March 4, 2017 appellants ordered only the transcript from the Court of Appeals. July 3, 2017 appellants made Motion Concerning Completion on Brief on Appeal. Court order dated July 21, 2017 for respondents to submit their brief within 30 days. Respondents submit their brief on August 11, 2017.

## ARGUMENT

### I. Appellants Are Not Entitled to A Judgement On Their Latent Defect Claim Under Settled South Carolina Law Based Upon The Record Below.

Magistrate did not find as a fact that this was a latent defect situation. Appellants complaint was based solely on respondents State of South Carolina Residential Property Disclosure Statement which only includes dwellings not unattached structures to dwellings. (S.C. Code of Law Chapter 50 Article 1).

After trail held on November 30, 2015 appellants attempted to reach Magistrate my mail (letter from Walter L. Pepperman ii to the Honorable Charles Jones dated December 1, 2015). The Magistrate left the letter unopened in case file. Appellants also sent respondents a copy of letter. Letter was trying to present testimony and evidence not heard at trail. The unsigned first page of an Agreement/Contract to Buy and Sell Real Estate (residential) was attached to letter. Neither the seller's disclosure or contract mention a barn or horses.

Appellants' repair contractor who was also claimed to be an expert witness (which respondents were not allowed to question his expertise) testified that "the shingles on barn roof were held to high". (R. ) The magistrate stated that "the repair contractor testified that he could not duplicate the leaks without blasting the roof with high pressured water at a particular angle" (R. ) (from the side)

Appellants had the existing shingles covered up four days after respondents were aware of the barn roof leak even though respondents had requested to investigate. (R. ) If the leaks only occurred during "high driven rains" as appellants claimed what was the rush to cover shingles? Respondents could not prove shingles were installed correctly. They were not allowed to take pictures or investigate before they were covered up. (R. )

Appellants had their repair contractor claim that “the shingles on barn were held to high” but no pictures of the outside of barn roof were put into evidence. (R. ) Numerous pictures on the inside of barn roof were taken. Repair contractor claimed that leaks appeared to be longstanding. Respondents state that the barn was over 12 years old at time of sell and had been exposed to all kinds of severe weather conditions. Appellants were allowed to stay at property for two days by themselves before the closing and the barn which they claim to be so important to them was inspected by their inspector, their daughter (who is a Realtor), and their own realtor, and others. None of them noted any stains or leaks on a clearly visible interior barn roof. (R. )

Appellant failed to order transcript from Magistrate trial before appeals hearing. Appellant continued to argue on disputed matters from trial at the Circuit Court of Appeals hearing. (R. ) Keith Kelly, Circuit Court Judge only acknowledged appellants claim was about a latent defect, not that one was proven.

Lane V. Trenholm, supra states “We hold when a new building is sold there is an implied warranty of fitness”. In that case it was about a new home with a defective underground defective septic system. The respondents barn was over 12 years old with a clearly visible exterior and interior roof.

II. Appellants Are Not Entitled to A Judgement On Their Misrepresentation In The Required Disclosure Claim.

The Appellants based their whole original complaint on a State of South Carolina Residential Property Disclosure Statement.

Appellant arrived at the last minute for the Magistrate trial and there was no time to share information. The appellant Walter L. Pepperman II is a retired lawyer and his wife said she had been a Realtor. Respondents were surprised he was not aware that the sellers disclosure does not include unattached structures to the dwelling (S.C. Code of Laws Chapter 50 Article I)/

After magistrate trial on November 30, 2015 the appellants attempted to contact the Magistrate by mail in a letter dated December 1, 2015. The Magistrate left the letter unopened in case file. Appellants also sent a copy of letter to the respondents. The letter stated additional testimony and attached the first page of an unsigned Agreement/Contract to Buy and Sell Real Estate (Residential) which was not presented a trial.

Respondents did not misrepresent themselves in their sellers disclosure. The Magistrate gave no opinion on if the respondents should have known or did know there was a latent defect.

III. The Procedures/Events In The Lower Courts Described Herein Fail To Comport With The Fair And Orderly Administration Of Justice. Respondents And Appellant Have Also Failed.

Due to the small amount of damages claimed ( \$2000+interest+cost) respondents did not hire an attorney. We have lived in Spartanburg County S.C. for over 25 years and had never been inside a South Carolina Courthouse (except to witness a marriage ceremony) before appellants made their complaint in Magistrate Court. If we have failed to follow all the procedures and rules we apologize to the Court and the appellants.

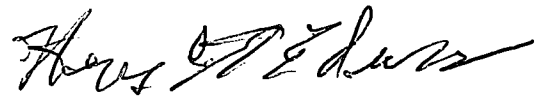
Appellants have also made several errors in procedure and rules in the respondents opinion.

1. Appellants made complaint based on sellers disclosure that does not include unattached structures to dwelling.
2. Attempted to contact the magistrate after the trial in order to present more testimony and evidence not presented at the trial. The magistrate left letter unopened in case file.
3. Failure to order transcript from magistrate trial before appeals hearing.
4. Argued disputed matters from magistrate trial and tried to present testimony and evidence not presented at magistrate court.
5. Notice of appeal of this court was not served. Respondents were out of state for the winter during all of December 2016 and January 2017.
6. No transcript was ordered in the allowed time. Respondents had responded to the court on the need for a transcript (Letter from Henry H. Edwards to Ms. Kitchings, Clerk dated February 12, 2017) that both transcripts from the lower courts be provided.
7. Appellants make statements and references to disputed testimony and evidence made at Magistrate trial yet did not order the transcript. Appellants only ordered the transcript from the appeals court hearing.

CONCLUSION

Appellants based their first complaint in the Magistrate Court on required State of South Carolina Property Condition Disclosure Statement which does not include unattached structures or a barn in this case. (S.C Code of Laws Chapter 50 Article 1). Appellants attempted to enter a latent defect claim based on an Agreement/Contract to Buy and Sell Real Estate (residential) by mailing it to the magistrate after the trial. The magistrate left letter unopened in case file. No Latent defect claim was acknowledged as proven by the magistrate or circuit court judge. Please dismiss this case with prejudice.

August 14, 2017



Henry H. Edwards



Pamela J. Edwards

2081 Red Radford Road

Campobello, SC 29322

(864) 381-3928

Respondents, Pro Se

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

APPEAL FROM SPARTANBURG COUNTY  
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R. Keith Kelly, Circuit Court Judge

Appellate Case No. 2016-002552

Walter L. Pepperman II, and T. Ann Pepperman,

Appellants,

v.

Henry H. Edwards, and Pamela J. Edwards,

Respondents.

PROOF OF SERVICE

I certify that I served Brief Of Respondents and Designation of Matter Pursuant To SCACR 209 on Walter L. Pepperman II and T. Ann Pepperman by depositing copies thereof in the United States Mail, postage prepaid on August 14, 2017, addressed to them at 165 Old Melvin Hill Road Campobello, SC 29322.



Henry H. Edwards  
2081 Red Radford Road  
Campobello, SC 29322  
(864) 381 3928  
Appellees, Pro Se

cc: Walter L. Pepperman II and T. Ann Pepperman  
165 Old Melvin Hill Road  
Campobello, SC 29322  
(864) 592-2978  
Appellants  
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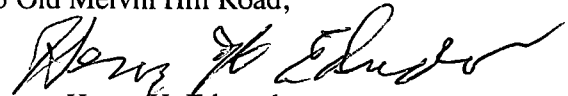
Respondents.

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PROOF OF SERVICE

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I certify that I served Brief of Respondents and Designation Of Matter Pursuant To SCACR 209 on Water L. Pepperman II by depositing copies thereof in the United States Mail, postage prepaid, on August 14, 2017, addressed to them at 165 Old Melvin Hill Road, Campobello, SC 29322.



Henry H. Edwards  
2081 Red Radford Road  
Campobello, SC 29322  
(864) 381 3928  
Appellees, Pro Se

cc: Walter L. Peppermann II and T. Ann Pepperman  
165 Old Melvin Hill Road  
Campobello, SC 29322

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Via U.S. Priority Mail  
SC Court of Appeals

August 14, 2017

Jenny Abbott Kitchings, Clerk  
The South Carolina Court of Appeals  
P.O. Box 11629  
Columbia, SC 29211

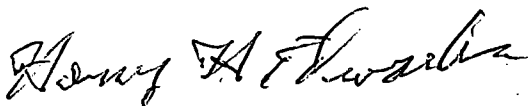
Re: Walter L. Pepperman II, and T. Ann Pepperman, Appellants, v. Henry H. Edwards and  
Pamela J. Edwards, Respondents; Appellate Cas No. 2016-002552

Dear Clerk Kitchings:

I am delivering to you herewith for filing in the captioned matter the initial Brief of  
Respondents and the Designation of the Matter of Pursuant to SCACR 209, with Proof of  
Service as to both.

Via a copy of this letter, I am also serving copies of the documents on the Appellants.

Respectfully yours,



Henry H. Edwards  
2081 Red Radford Road  
Campobello, SC 29322  
(864) 381-3928  
Respondent

cc: Walter L Pepperman II and T Ann. Pepperman, Appellant with enclosures.



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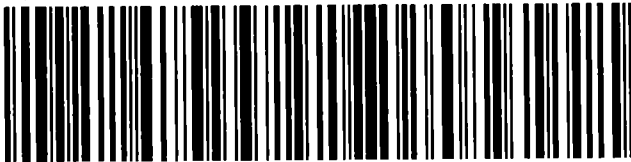
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