

IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

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Clerk of Court
Supreme Court of Appeals of West Virginia
1900 Kanawha Blvd. East,
Building 1, Room E-317
Charleston, West Virginia 25305



RE: Case No 25-754 Appeal Filing of Sandra Kay Trent

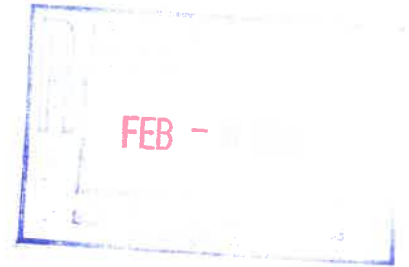
Dear Clerk:

Enclosed please find the original and required copies of the Appeal Brief of Petitioner, Sandra Kay Trent, along with the accompanying Appendix and Certificate of Service for filing in the above-referenced case.

Respectfully submitted,

Sandra Kay Trent
Petitioner, Pro Se
131 Pansy Place
Princeton, West Virginia 24739
blondie_39_1963@yahoo.com
304-890-8857

IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA
DOCKET No. 25-754



SANDRA KAY TRENT, PETITIONER (PRO SE)

VS

KERMIT WILEY, SR., RESPONDENT

Appeal from the Intermediate Court of Appeals of West Virginia
CASE No. 24-ICA-394

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TABLE OF AUTHORITIES

Public Citizen, INC. v. First National Bank in Fairmont 198 W.Va. 329,480 S.E.2d 538(1996)
Brown v. Western Maryland Railway Co. 92 W.Va. 111,114 S.E. 457 (1922)
Virginia Export CoalCo. V. Rowland Land Co. 100 W.Va. 559, 131 S.E. 253 (1926)
W.Va. Rules of Appellate Procedure

ASSIGNMENTS OF ERROR

1. The Circuit Court of Mercer County Acted Without Jurisdiction After the Appeal Was Filed.

Once Petitioner filed her appeal to the Supreme Court of Appeals of West Virginia, jurisdiction transferred from the Circuit Court to this Honorable Court. Despite being notified of the pending appeal, the Circuit Court held a hearing on October 10, 2025, and ordered Petitioner to sign her deed to the Respondent. All actions taken by the Circuit Court after jurisdiction vested

2. The Circuit Court and Respondent's Counsel Coerced the Petitioner to Sign a Deed Under Duress.

Petitioner was told that if she did not sign the deed, \$500.00 would be withheld for special commissioner, then IRS would be paid and remainder of the funds sent to Unclaimed Funds of West Virginia. Petitioner signed only under pressure and fear of financial loss. The Circuit Court and Respondent's counsel were both aware that the appeal was pending at the time.

3. The Intermediate Court of Appeals Erred in Finding That a Handwritten Receipt Constituted a Valid Contract.

The handwritten receipt dated January 2024, merely acknowledged a cash payment made by Respondent to Petitioner's then-husband. It contained no property description, no terms, and no evidence of mutual agreement. Respondent testified that he never communicated with Petitioner directly. The findings of a valid contract was therefore legally factually erroneous.

4. The Lower Courts Erred by Failing to Distinguish Between the Manufactured Home and Real Property Beneath It.

The alleged receipt referenced only the manufactured home, yet the Respondent obtained both the home and the land. The courts failure to recognize this distinction resulted in improper transfer of property rights beyond what was even alleged.

5. The Lower Courts Failed To Protect Petitioner's Due Process Rights.

Petitioner did not receive notice of the Intermediate Court of Appeals proceedings and therefore, was unable to participate or respond. The lack of notice deprived Petitioner of a

fair opportunity to be heard, in violation of her constitutional rights.

STATEMENT OF THE CASE

This appeal arises from a civil action in the Circuit Court of Mercer County involving an alleged contract for the sale of real property and a manufactured home. Petitioner, Sandra Kay Trent, was enforceable contract existed between the parties.

Following trial, the Circuit Court of Mercer County entered an order August 30, 2024, concluding that the handwritten document relied upon by Respondent was not an enforceable contract due to the absence of mutual assent and a meeting of the minds. The Circuit Court further found that the evidence demonstrated conflicting understandings of the alleged agreement and that essential terms were not agreed upon by the parties. Judgement was entered in favor of the Petitioner.

Unbeknownst to Petitioner, Respondent appealed that ruling to the Intermediate Court of Appeals of West Virginia. Petitioner did not receive notice of the appeal, did not participate in the appellate proceedings, and was not offered an opportunity to file a response or present argument. On August 6, 2025, the Intermediate Court of Appeals issued a memorandum decision reversing the Circuit Courts judgement. In doing so, the Intermediate Court relied heavily on a handwritten receipt referencing a \$10,000 payment toward a “doublewide” treating that receipt as an enforceable purchase agreement for real property.

After issuance of the Intermediate Court’s Mandate, proceedings resumed in the Circuit Court of Mercer County. Despite the pendency of further appellate review, Petitioner was ordered to execute a deed conveying her real property. Petitioner objected and advised the court that an appeal to the Supreme Court of Appeals of West Virginia was already forthcoming. Nonetheless, Petitioner was compelled to sign the deed, under threat that the court would appoint a special commissioner to execute the conveyance of her deed. Deduct the funds required to pay the commissioner, remit the appropriate amounts to the IRS, and any remaining funds be sent to Unclaimed Funds of West Virginia.

Petitioner now seeks review by this Court. This appeal challenges (1) the Intermediate Court of Appeals reversal of the Circuit Courts factual findings, (2) the treatment of a handwritten receipt for a manufactured home as a binding contract, (3) the lack of notice and opportunity to be heard at the intermediate appellate level, and (4) the legal consequences imposed upon Petitioner while appellate review was still ongoing.

SUMMARY OF THE ARGUMENT

This appeal arises from a series of procedural and legal errors that deprived the Petitioner of her property and due process rights.

After Petitioner filed her appeal to this Honorable Court, the Circuit Court of Mercer County acted without jurisdiction by holding a hearing on October 10, 2025, and by ordering the Petitioner to sign a deed transferring her property to Respondent. The hearing occurred even after the Petitioner informed the court that her appeal was pending. These actions are void and directly violated established appellate procedure.

Petitioner signed the deed only under duress, after being told she would forfeit \$500.00 and have the remaining funds sent to unclaimed property if she did not comply. The deed was prepared by Respondent's counsel and recorded after jurisdiction had transferred to this court.

The underlying case rests on a handwritten receipt that was never intended to be a contract. Petitioner testified during the bench trial it was a receipt for money given to her then husband. Respondent himself admitted that he never communicated with Petitioner, confirming that no agreement existed. Nevertheless, the Intermediate Court of Appeals treated that receipt as a binding contract and reversed the Circuit Court's correct judgement.

Additionally, Petitioner was denied notice and opportunity to participate in the Intermediate Court proceedings, violating her constitutional right to due process. She did not receive notice of the appeal and was therefore unable to present her case or evidence.

The errors below resulted in the unlawful transfer of both the land and manufactured home. Even though the alleged "receipt" referred only to the manufactured home itself. Dismissing the appeal or lifting the stay would reward improper conduct and leave Petitioner without remedy for the loss of her home and property.

For these reasons, Petitioner respectfully requests that this Honorable Court reverse the decision of the Intermediate Court of Appeals, vacate all actions taken by the Circuit Court after the appeal was filed, and restore Petitioner's property.

ARGUMENT

The Receipt Was Created Solely to Acknowledge a Loan and for Tax Purposes and Was Never Intended to Be a Purchase Agreement

The Intermediate Court of Appeals erred by treating a handwritten receipt acknowledging a \$10,000 payment as an enforceable contract for the sale of real property. The evidence before the Circuit Court demonstrated that the \$10,000 payment was a loan, not a purchase price, and that the receipt was prepared at the request of Respondent solely to acknowledge receipt of funds and for Respondent's own tax purposes.

At the time the receipt was written, there was no agreement for the sale of real property. Respondent was aware that a licensed realtor was scheduled to appraise the property and understood that no final decision regarding a sale would be made until the appraisal was completed. Petitioner made it clear that if the appraisal valued the property higher than expected, the property would not be sold to Respondent, instead, Respondent would simply be repaid the loaned funds. Respondent agreed to this understanding at the time the receipt was written.

Under West Virginia law, an enforceable contract requires a meeting of the minds on all essential terms. *Virginia Export Coal Co. v. Rowland Land Co.*, 100 W.Va. 559, 131 S.E. 253 (1926). Where the alleged agreement is conditional or subject to future events, no binding contract exists

The receipt merely acknowledges receipt of money and references a “doublewide,” without any conveyance language or legal description. A receipt acknowledging funds does not constitute a contract for the sale of land. *Brown v. Western Maryland Railway Co.*, 92 W.Va. 111, 114 S.E. 457 (1922).

Respondent admitted that he never negotiated directly with Petitioner regarding the sale of the property. Contract formation cannot be established where one party later attempts to convert a receipt into a purchase agreement after the fact.

CONCLUSION

For the reasons set forth in the foregoing brief, Petitioner Sandra K. Trent respectfully requests that this Honorable Court:

- 1. Reverse the decision of the Intermediate Court of Appeals of West Virginia;**
- 2. Declare void all orders entered by the Circuit Court of Mercer County after jurisdiction vested in this Court;**
- 3. Find that the October 13, 2025 deed is invalid and unenforceable;**
- 4. Maintain the stay of enforcement pending the final resolution of this appeal; and**
- 5. Grant such other and further relief as justice and equity require.**

Respectfully submitted this 5th day of February, 2025.

Submitted by:



Sandra K. Trent, Petitioner, Pro Se
131 Pansy Place
Princeton, West Virginia 24739
Phone: 304-8902-8857
E-mail: blondie_39_1963@yahoo.com

CERTIFICATE OF SERVICE

I, Sandra K. Trent, hereby certify that a true and correct copy of the foregoing Appeal Brief by U.S. Mail, postage prepaid, to the **Supreme Court of Appeals of West Virginia**, Charleston West Virginia 25305 and to **William S. Winfrey, II.**, counsel for Respondent, Princeton, West Virginia 24740 on this 4th day of February, 2026

Clerk of Court
Supreme Court of Appeals of West Virginia
1900 Kanawha Blvd. East,
Building 1, Room E-317
Charleston, West Virginia 25305

William S. Winfrey, II (WVSB #4093)
1608 West Main Street
P.O. Box 1159
Princeton, West Virginia 24740
bill@winfreylaw.com

Certified Mail 7021 0950 0001 4376 9756

APPENDIX

EXHIBIT A- Circuit Court Bench Trial Transcript-August 12,2024
EXHIBIT B- Handwritten Receipt (Disputed Contract)
EXHIBIT C- Circuit Court Order-August 30,2024
EXHIBIT D- Intermediate Court of Appeals / Memorandum Decision
EXHIBIT E-Order Scheduling Hearing/ October 10,2025
EXHIBIT F- Notice of Appeal Filed October 09, 202
EXHIBIT G- Motion Hearing /Transcript October 10, 2025, Hearing
EXHIBIT H- Deed Signed October 13, 2025
EXHIBIT I- Supreme Court of Appeals / Scheduling Order
EXHIBIT J - Notice of Stay/Lack of Jurisdiction Filed

IN THE CIRCUIT COURT OF MERCER COUNTY WEST VIRGINIA

KERMIT WILEY, SR.,

Plaintiff.

CIVIL ACTION NO. 24-C-42

SANDRA K. TRENT,

Defendant.

BENCH TRIAL

TRANSCRIPT of proceedings had and testimony given in the above styled matter held on Monday, August 12, 2024 before Ryan Flanigan, Judge, in the Mercer County Courthouse, Princeton, Mercer County, West Virginia, commencing at 1:26p.m.

APPEARANCES

WILLIAM S. WINFREY, II, Esq., PO Box 4093, Princeton WV 24740, counsel for the Plaintiff.

THOMAS H. EVANS, III, Esq. PO Box 70, Oceana WV 24870, counsel for the Defendant.

Parties in person

VERONICA LYNN BIRD, CCR
Official Court Reporter
1501 Main Street, Suite 200
Princeton WV 24740
304 487-8343

I N D E X

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1 BE IT REMEMBERED heretofore, to-wit, the
2 following proceedings were had in open court:

3 THE COURT: Are we ready to go? Do you all need
4 any time to discuss anything or anything like that?

5 MR. EVANS: We spoke this morning and went back
6 and forth a little bit, but I don't -- don't know
7 that there's any -- any room to finalize an kind of
8 an agreement.

9 THE COURT: Okay. All right. So are we ready to
10 proceed today?

11 MR. WINFREY: We are, Your Honor.

12 THE COURT: All right. Mr. Evans?

13 MR. EVANS: Yes, sir. His complaint.

14 THE COURT: Right. I just wanted to know if
15 you're ready?

16 MR. EVANS: Oh, yeah. Yes, sir.

17 THE COURT: Okay. All right. We're on the
18 record for Kermit Wiley versus Sandra Trent, Case
19 24-C-42. We have Mr. Winfrey present with his client,
20 and we have Mr. Evans present with his client. This
21 is set for a bench trial.

22 I have taken the opportunity to go back and look
23 at the complaint, but if Mr. Winfrey would like to
24 make any opening remarks, that would be fine.

1 MR. WINFREY: Your Honor, just very briefly.
2 Mr. Wiley is known to Ms. Trent's husband James. And
3 I don't know how long they've been married but they're
4 married. And over time, Mr. Wiley has -- that they
5 were friends, -- "were" is the sad word, they were
6 friends and Mr. Wiley has from time to time provided
7 to Mr. Trent advances of cash and this sort of thing.

8 And they were in a general discussion about
9 repayment and Mr. Wiley and he were talking, and in
10 talking with Mr. Trent, Mr. Trent said, "Well, we're
11 going to sell our house." "Our house" is Ms. Trent's
12 house. It's deeded in her name. And at the end of
13 the conversation, they said well, that and this, and
14 we think it's worth -- "I think it might be worth a
15 hundred," and just general conversation going back and
16 forth. And as a result of that, Mr. Trent came to
17 Mr. Wiley with a document that we'll be introducing
18 that's attached to the complaint, and said, "Here,
19 here's the offer." Said, "Give us \$10,000 and we'll
20 sell you this for \$60,000."

21 And so Mr. -- Kermit said okay, and he came out
22 of the house with this document, Kermit gave him
23 \$10,000 and that was the end of it.

24 A little bit later they started talking about.

1 okay, sign this" and Mr. Trent said, "No, we've
2 decided to sell it." And Mr. Trent -- Mr. Wiley
3 said, "What about our agreement?" And Mr. Trent
4 basically said, "What agreement?" And here we are.

5 So our position is that we're entitled to
6 specific warrants. Mr. Trent and Ms. Trent received
7 \$10,000, we have a signed document acknowledging that
8 and we're looking for conveyed status.

9 THE COURT: Okay. Mr. Evans?

10 MR. EVANS: Judge, I would agree in part of that
11 opening. Yes, there was a relationship between
12 Mr. Trent and the plaintiff here where there had been
13 money loaned over time. However, in this particular
14 instance, we have a receipt that was written by
15 Ms. Trent in response to a \$10,000 loan that Mr. Wiley
16 gave Mr. Trent, her husband.

17 Now, for the plaintiff to claim this was a
18 \$60,000 house when there was a purchase agreement from
19 another buyer shortly thereafter for 169,000 --
20 \$167,000, is ludicrous. To think that they were
21 selling this house for \$100,000 less than the market
22 value is absurd. This was simply an advance of money
23 and this receipt that they're going to present as
24 evidence wasn't a contract. It was nothing more than

1 a receipt back to Mr. Wiley that he had advanced him
2 \$10,000.

3 I think they have discussed other monies that
4 they had loaned over time, but to claim that they are
5 selling this house for \$50,000 is absurd and it's just
6 not how the deal was taking place.

7 And Mr. Trent answered the complaint and denied
8 that this was any kind of purchase contract. There's
9 no language in here which is in any purchase contract
10 I've seen with real estate, that the purchase price is
11 going to be somewhat reflective of the fair market
12 value upon an appraisal, or something of that nature,
13 and it's not even close.

14 So, we're denying the complaint and we'll go
15 forward.

16 THE COURT: Okay. So, I guess you're saying that
17 the \$10,000 really is just an advancement?

18 MR. EVANS: Just a loan.

19 THE COURT: Just a loan.

20 MR. EVANS: And this was nothing more than a lien
21 on the house. As they're -- over time, he had loaned
22 Mr. Trent money and I think there had been an issue
23 with repayment even because there was never any
24 security, so this was trying to fix that, in that it

1 was giving him a little security that he was going to
2 pay him back the \$10,000 upon selling the house. So
3 here we are.

4 THE COURT: All right. Okay. Mr. Winfrey, put
5 on your first witness.

6 MR. WINFREY: Sandra Trent.

7 THE COURT: Okay. Ms. Trent, if you just want to
8 sit right there, it's fine.

9 MS. TRENT: Okay.

10 THE COURT: Would you raise your right hand for
11 me.

12 (Witness sworn)

13 THE COURT: All right. Go ahead, Mr. Winfrey.

14 SANDRA TRENT was thereupon called as a witness
15 and having been duly sworn, testified as follows:

16 DIRECT EXAMINATION

17 BY MR. WINFREY:

18 Q Ms. Trent, you are married to James Trent at
19 this present time?

20 A No.

21 Q Did you all divorce?

22 A Uh-huh.

23 Q Where did you divorce?

24 A In Mercer County.

1 Q When was that?

2 A June the 6th.

3 Q Okay. All right. At the time in January,
4 of 2024, you all were married?

5 A Uh-huh.

6 Q And you owned a house in the Elkview
7 Subdivision, which is out across from the golf course,
8 there in what we call Green Valley in Mercer County,
9 right?

10 A Yes.

11 Q All right. And you'll have to -- the court
12 reporter -- nodding her head, you'll need to say yes
13 or no because the court reporter needs to be able to
14 get that down.

15 A Okay.

16 Q It's a common thing. Really, it is.

17 And originally that house was conveyed to James
18 Trent and to you?

19 A I thought it was in my name only, but --

20 Q And then -- well, that's -- my point is,
21 that property was conveyed to both of you, and then on
22 September 6th of 2023, James gave his interest in the
23 home to you.

24 A We sold -- I sold my home in Pineville --

1 Q Right.

2 A -- and invested it in this home.

3 Q I think that was (inaudible).

4 A Yeah.

5 Q Okay. All right. And so, James -- the two
6 of you got married and moved to Mercer County, and
7 took that money and bought this house?

8 A He owned the house, but the agreement was
9 when I sold my home and took my money redoing that
10 one, he was going to give it to me.

11 Q Okay. And he did?

12 A Uh-huh.

13 Q James was --

14 A Yes.

15 Q -- often around the coal business?

16 A Yes.

17 Q I think maybe spent a little time in jail as
18 a result of some of his dealings in the coal business,
19 but that had nothing to do with you.

20 A For taxes. Yeah, I was with him.

21 Q For taxes. All right. Okay. And -- and
22 did you know -- before this happened, did you know
23 Kermit Wiley? Had you met him?

24 A No.

1 Q So you didn't know who Kermit was?

2 A No.

3 Q Okay. All right. So in January of 2024,
4 how did you -- how did you come to find out that
5 there was something between James and Kermit about
6 money that may involve you?

7 A James had initially asked Kermit if he would
8 hold a check because we had -- he was doing a mines
9 deal, and if he would hold a check for \$10,000.
10 There's texts, I could probably get the texts where
11 they text back and forth. And then he met with Kermit
12 somewhere. I wasn't even there. I wasn't even a
13 party to those conversations. I was in the room with
14 my dog. But they met, and Kermit said, "Well, I'm
15 close," or something, "can I just come out and look at
16 the house?" James told him, "If I sell this house
17 before I do this mines, I'll pay you back then." And
18 supposedly, because I wasn't there, Kermit was
19 supposed to have said, "Well, I'm close, if I can come
20 on out and look at the house, I might be interested in
21 it."

22 Well, James and I had kind of went back and
23 forth. He kept saying "This house isn't worth much
24 more than what you had." And I said, "No, I fixed

1 this house up."

2 So they talked. I wasn't there. I have a big
3 dog and I was in the room with it. And they met, I
4 think, and they talked. And then the next morning
5 James came into the room where I was at and told me to
6 write this. And I said, "So, what are you all doing?"
7 And he said, "If it appraises for more than this, he
8 said he'd make it right. He's not in the real estate
9 business." So, I said, "Okay." And so I wrote it.
10 And --

11 Q Let me just stop you here for a second. I
12 want to hand you what's been marked for identification
13 purposes as Plaintiff's Exhibit Number 1.

14 PLAINTIFF'S EXHIBIT NUMBER 1 MARKED FOR IDENTIFICATION

15 The document herein referred to was thereupon
16 marked for identification as above indicated.

17 THE WITNESS: Yes, I wrote that.

18 BY MR. WINFREY:

19 Q That's your handwriting?

20 A Yes.

21 Q Okay.

22 MR. WINFREY: Your Honor, at this point, we'd
23 move to introduce that.

24 THE COURT: Mr. Evans, do you have any objection?

1 MR. EVANS: No objection.

2 THE COURT: So moved.

3 PLAINTIFF'S EXHIBIT NUMBER 1 ADMITTED INTO EVIDENCE

4 The document previously marked for identification
5 was thereupon admitted into evidence.

6 BY MR. WINFREY:

7 Q All right. And that document says,
8 "Received \$10,000 from Kermit." And the day after you
9 wrote that, did Kermit give you all \$10,000?

10 A The same day. He come by that morning.

11 Q The next morning?

12 A The next morning.

13 THE COURT: Mr. Winfrey, can I see Exhibit 1?

14 MR. WINFREY: Yes, sir. It's a photocopy.

15 PLAINTIFF'S EXHIBIT NUMBER 2 MARKED FOR IDENTIFICATION

16 The document herein referred to was thereupon
17 marked for identification as above indicated.

18 BY MR. WINFREY:

19 Q That document says, "for down payment on
20 doublewide located at 131 Pansy Place."

21 I'm going to hand you what's been marked for
22 identification purposes as Exhibit Number 2, which is
23 a receipt from the Sheriff's Tax Office. I'm sorry,
24 not a receipt. It is a statement of taxes that says

1 "James and Sandra Trent, c/o Sandra Trent to 131 Pansy
2 Place, Glenwood." 131 is actually a mistake. You
3 live at 132, is that right?

4 A No, I live at 131.

5 Q 131. Okay. So the 132 is a mistake when
6 you wrote that. I'm sorry. I don't know where I'm
7 getting 132. My apologizes. 131 Pansy Place. And
8 that's the tax ticket for your property. Is that
9 right?

10 A Yes.

11 MR. WINFREY: We'd move, Your Honor, to introduce
12 this as Plaintiff's Exhibit Number 2.

13 THE COURT: Mr. Evans?

14 MR. EVANS: No objection.

15 THE COURT: So admitted.

16 PLAINTIFF'S EXHIBIT NUMBER 2 ADMITTED INTO EVIDENCE

17 The document previously marked for identification
18 as above indicated was thereupon admitted into
19 evidence.

20 BY MR. WINFREY:

21 Q "Down payment on doublewide located at 131
22 Pansy Place. Balance remaining is \$50,000." This
23 appears to contemplate \$60,000.

24 A If the appraisal was for that amount, or

1 close to it, that's how it was going to go. But if
2 the house was going to sell for more than that, James
3 knew I was not going to sell this house for 60,000 and
4 it worth what it's worth. I mean, it's crazy.

5 Q This document says what it says.

6 A But, like I said, I wasn't in the
7 conversation.

8 Q Okay.

9 A I don't know what they talked. Bu all I
10 know is what I was told, was if it appraised somewhere
11 around 60, 65, 70, we would do that. But Kermit said
12 he wasn't in the real estate business, and if it
13 appraised for more, you know, he would --

14 Q But you didn't talk to Kermit.

15 A I did not.

16 Q So you don't know what Kermit said.

17 A No.

18 Q Okay. But you know that this document says
19 \$60,000. And what you're saying is, you were fine
20 with 60 if it was that, but if it was more than that,
21 then you didn't want to sell it?

22 A Right. But he would still get his 10,000
23 back.

24 Q Well, at that point in time, in exchange for

1 this document, Mr. Wiley gave you all \$10,000.

2 A He gave my husband 10,000, yes.

3 Q Okay.

4 PLAINTIFF'S EXHIBIT NUMBER 3 MARKED FOR IDENTIFICATION

5 The document herein referred to was thereupon
6 marked for identification as above indicated.

7 BY MR. WINFREY:

8 Q I'm going to hand you what's been marked for
9 identification purposes as Plaintiff's Exhibit Number
10 3. And at the top it says "Notice of Lis Pendens"
11 filed downstairs, and I gave that to you briefly.

12 Now, is that the legal description of your property,
13 Lot 8, Elkview Subdivision, it's out of that deed that
14 James resigned his interest to you last September?

15 A Yes.

16 MR. WINFREY: Your Honor, I'd move the admission
17 of Plaintiff's Exhibit Number 3.

18 THE COURT: Mr. Evans?

19 MR. EVANS: No objection.

20 THE COURT: It'll be moved. It'll be entered.

21 PLAINTIFF'S EXHIBIT NUMBER 3 ADMITTED INTO EVIDENCE

22 The document previously marked for identification
23 as above indicated was thereupon admitted into
24 evidence.

1 MR. WINFREY: That's it, Your Honor. I have no
2 further questions.

3 THE COURT: Okay. Mr. Evans?

4 MR. EVANS: Thank you, Judge.

5 CROSS-EXAMINATION

6 BY MR. EVANS:

7 Q Okay. Ms. Trent, was this -- Exhibit 1 that
8 they presented to you, was this a purchase contract to
9 sell your house for \$60,000 to Kermit Wiley?

10 A No.

11 Q And why would you not sell your house to
12 Kermit Wiley for \$60,000?

13 A I've spent more than that.

14 Q So you think it's worth more than that?

15 A Yes.

16 Q Okay. In that same line of thinking,
17 shortly thereafter, doing this little loan with
18 Kermit, you actually entered into a sales agreement
19 with some other folks. I think their last name was
20 Frey?

21 A Yes.

22 Q And what was the price in which you agreed
23 on to sell the house to them?

24 A A hundred sixty-seven, five.

1 Q \$167,500? Now, was that a number that you
2 put on it, or was that a number that a real estate
3 agent told you it was worth, or --

4 A Yes.

5 Q So a real estate agent told you that's --

6 A Yes.

7 Q -- round about what it might be worth?

8 A She priced it.

9 Q Okay.

10 A And --

11 Q Why would Mr. Wiley think --

12 MR. WINFREY: Objection to that question.

13 MR. EVANS: I'm sorry. I misspoke.

14 BY MR. EVANS:

15 Q Do you understand why this is confusing, the
16 language in here?

17 MR. WINFREY: Objection, Your Honor. The
18 document speaks for itself.

19 THE COURT: Sustained.

20 THE WITNESS: Yes.

21 BY MR. EVANS:

22 Q Okay. So, do you have any idea why the
23 purchase price, or this amount, or, you know, all
24 these numbers that we are talking about, the loan,

1 what's \$60,000? What's the significance of that?

2 A Because back -- let's see. Before I met
3 James, he said he was selling the house and he didn't
4 do anything to it. And he sold it, or was going to,
5 for 60,000. And something happened and that deal fell
6 thru with the realtor, so he kept telling me that's
7 what it was worth. I kept saying, no, no. But he
8 said -- he told Kermit that when the realtor looked
9 at it, that if it appraised for more, and supposedly
10 Kermit said he wasn't in the real estate business, --

11 MR. WINFREY: If she's talking about objecting --
12 if she's talking about what James told Kermit, then
13 I'm objecting because James isn't here.

14 MR. EVANS: It's the same --

15 THE COURT: Sustained.

16 MR. EVANS: It's the same answer that she gave to
17 your question.

18 THE WITNESS: And --

19 MR. EVANS: Nonetheless, we'll go in a different
20 direction.

21 BY MR. EVANS:

22 Q Have any other individuals made offers on
23 this house?

24 A That house was up for sale for two days and

1 it sold. It was on the market two days, and that lady
2 -- the realtor said there were people calling.

3 Q Okay. So it's your stance today that this
4 piece of paper dated January 24th was nothing more than
5 a receipt toward a loan that Mr. Wiley gave?

6 A Right. And I never talked to Mr. Wiley, and
7 he never talked to me, not about any detail. I met
8 him. James introduced us, I told him I'd done some
9 things to the house, but we never went over a deal.
10 So how could he concur that it was deal?

11 Q Okay. Were there any other written
12 agreements or any other documents discussed or signed
13 by you and Mr. Wiley?

14 A No, that's the only thing I did.

15 MR. EVANS: Okay. No further questions, Judge.

16 MR. WINFREY: I just have one or two.

17 THE COURT: Mr. Winfrey.

18 REDIRECT EXAMINATION

19 BY MR. WINFREY:

20 Q Ms. Trent, when did you list this house? It
21 was after January 24th, wasn't it?

22 A Right. When James was on the phone with
23 Mr. Wiley, he told Mr. Wiley that a realtor was coming
24 to look at the house. He said, "Well, I'm in town,"

1 because I heard that. I have a dog and my dog goes
2 nuts if somebody -- he wants to jump on everybody,
3 playing. So --

4 Q My question is, when you -- again, I just
5 want to make sure that the Judge understands, and I
6 think he does. You wrote this?

7 A I did.

8 Q You never talked to Mr. Wiley?

9 A No.

10 Q Mr. Wiley did not tell you what to put into
11 this document that you wrote?

12 A No.

13 Q In exchange for you giving -- providing
14 this document to Mr. Wiley, you gave it to your own
15 ex-husband or you gave it to -- and I think that's
16 what you said you did. In exchange for that,
17 Mr. Wiley gave you all \$10,000 cash?

18 A He did, but he didn't know what my
19 intentions were when I wrote that either.

20 Q Ma'am, that's not my question. My question
21 is, is that you wrote this, this is in your
22 handwriting, Mr. Wiley didn't tell you what to say,
23 this document was presented to him with your
24 handwriting, it says that it says, and he gave you all

1 \$10,000?

2 A Yes.

3 MR. WINFREY: Okay. That's all.

4 THE COURT: Mr. Evans?

5 MR. EVANS: No follow up.

6 (Witness aside)

7 THE COURT: Mr. Winfrey?

8 MR. WINFREY: Kermit Wiley. I'll stand here so I
9 can --

10 THE COURT: Sure. Mr. Wiley, you want to raise
11 your right hand for me.

12 (Witness sworn)

13 KERMIT WILEY was thereupon called as a witness
14 and, having been first duly sworn, testified as
'15 follows:

16 DIRECT EXAMINATION

17 BY MR. WINFREY:

18 Q Kermit, did James Trent owe you money from
19 various transactions before January of '24?

20 A Absolutely he did.

21 Q Did you go to his house and discuss that
22 with him?

23 A No. I didn't discuss nothing about these
24 loans until this come up.

1 Q All right. And did Mr. Trent tell you that
2 they were going to sell the house?

3 A Absolutely.

4 Q And did you meet with Mr. Trent at some
5 point and time and he presented you with what has been
6 introduced as Plaintiff's Exhibit Number 1?

7 A Yes.

8 Q Was that at their house or was that
9 someplace else?

10 A That was at their house.

11 Q All right. So you went to their house?

12 A The night before and the next morning.

13 Q All right. And as Mr. Trent presented this
14 to you and you gave him \$10,000, was it your
15 understanding that you were buying the house for
16 \$60,000?

17 A Absolutely, because it was put in there.
18 He owed me 60,000 on the mining business. I said give
19 me some of this back and --

20 Q So your idea was -- is that the sale of the
21 house was at a reduced rate of what Mr. Trent thought
22 was a lower price. He's not here so I'm not going to
23 talk about that, but was it your intention that you
24 were going to sell the house and recover some of your

1 money?

2 A Absolutely.

3 MR. WINFREY: You may inquire.

4 THE COURT: Mr. Evans.

5 CROSS-EXAMINATION

6 BY MR. EVANS:

7 Q I'm confused, Mr. Wiley. You -- you stated
8 in your first answer was that this deal had nothing to
9 do with old loans from James Trent. That was your
10 first answer.

11 A That was my first answer, but money wasn't
12 brought up then. The money that he owed is from --
13 he knowed I didn't like -- I was doing him a favor.
14 I said, "I've got money invested in you all. You
15 ought to sell it to me."

16 Q Why -- do you deal in any other real
17 estate? Do you buy -- do you buy houses and sell
18 them?

19 A Not very often.

20 Q But you do?

21 A Yes.

22 Q Okay. Why would an individual sell you a
23 house for \$100,000 less than what it's worth?

24 A At that point he didn't know what it was

1 worth, I assume. He told me he thought it was worth
2 about 100,000. I told James, all right, if you'll
3 knock off the six or seven percent that the realtor
4 gets, let's not go thru a realtor. And she couldn't
5 have heard this because she was never in there with
6 us.

7 Q I don't think she claims she knew about any
8 of it.

9 A No.

10 Q But I'm still just confused as to why anyone
11 would reduce a house by \$100,000.

12 A I didn't price it.

13 Q Right. And you would agree that most real
14 estate deals are pretty much fair market value on the
15 price of the house, would they not be?

16 A We had hoped it would be.

17 Q So why -- why would -- this is not even
18 close.

19 A No, it's not.

20 Q But you're still claiming that this was a
21 purchase agreement. You were going to get this house
22 for a steal.

23 A She -- the next day, we did that form and
24 took the stuff to take to him.

1 Q What -- what do you mean stuff?

2 MR. WINFREY: Your guy -- what stuff?

3 THE WITNESS: It was a thing, a track. It showed
4 her deed on it.

5 BY MR. EVANS:

6 Q Did you have a conversation with James that
7 this deal was going to be contingent on what this
8 house would appraise at, or would there be some type
9 of --

10 MR. WINFREY: Objection, Your Honor, because --
11 two reasons. One is because Mr. Trent is not here,
12 Number 1. And Number 2, the Statute of Frauds, no
13 deal concerning real estate is valid unless it's in
14 writing and signed by the parties to be charged.
15 We're talking about oral amendments and they're not --
16 this agreement is what it is or it isn't.

17 THE COURT: I'm going to overrule it. Go ahead,
18 Mr. Evans. Do you want to finish your question?

19 MR. EVANS: Yeah. I was just going to get to a
20 little bit more of the meat and potatoes of the
21 question instead of going around the --

22 THE COURT: All right.

23 BY MR. EVANS:

24 Q All right. So, there was no agreement that

1 -- or amendment to this that there was going to be
2 any kind of appraisal, is what I'm getting at. This
3 was the price?

4 A That was the deal.

5 MR. EVANS: No further questions, Judge.

6 THE COURT: Mr. Winfrey?

7 REDIRECT EXAMINATION

8 BY MR. WINFREY:

9 Q Mr. Wiley, how much money did you advance
10 Mr. Trent over the past few years?

11 MR. EVANS: Objection. He's saying it's not
12 relevant or part of the deal.

13 MR. WINFREY: He didn't.

14 THE COURT: Overruled. Go ahead.

15 BY MR. WINFREY:

16 Q How much?

17 A \$60,000.

18 Q All right. So, \$60,000 and you'd advanced
19 him and you're willing to take the house for \$60,000,
20 what would have been a \$100,000 house, is what
21 Mr. Trent thought it was worth, that's what the
22 testimony is. So you were willing to take \$40,000 of
23 what you were owed?

24 A Right.

1 Q So, if that's the case then, you would have
2 gotten the house for 120,000 -- you have gotten the
3 house basically for \$120,000 because you paid him 60
4 and were given 60.

5 A Absolutely.

6 MR. WINFREY: That's all.

7 THE COURT: Mr. Evans?

8 RECROSS-EXAMINATION

9 BY MR. EVANS:

10 Q Why wasn't any of that in this agreement?

11 A I assume that her and him did that. I never
12 seen that until that next morning when I took the
13 money over there.

14 Q Okay. But you're testifying that you dabble
15 in real estate, --

16 A Yeah.

17 Q -- and that he owes you money and that this
18 was a pretty complex deal that you're making old
19 money, you know, due and payable thru this house and
20 that you're going to sell the house and get your money
21 back and all these things, but yet we have a 20 word
22 document that looks like a receipt more than a
23 contract. So why isn't the agreement in the
24 agreement, if this is what you wanted to do and why

1 you were doing this?

2 A I was doing it because I thought it was a
3 good deal and I said that at the beginning. And I
4 even said to Mr. Trent at that time. I said, "James,
5 I've never even called you. This money's old." I
6 said, " I've never even called you and asked when you
7 were going to pay some of it." And then I get out
8 there and then this, and he's fixing the title up, and
9 I get out there he said, "You're mad at me." And I
10 said, "Yes, I am. This is not right."

11 MR. EVANS: No questions.

12 THE COURT: Mr. Winfrey?

13 MR. WINFREY: We rest.

14 THE COURT: Mr. Evans?

15 MR. EVANS: Judge, can we have just a couple
16 minutes to let me confer with her in the hallway?

17 THE COURT: Sure.

18 (Off record)

19 (Back on the record)

20 THE COURT: Are you ready, Mr. Evans?

21 MR. EVANS: Judge, I was going to call Ms. Trent
22 back just to offer an exhibit on the sales contract of
23 the buyer after we had this -- this deal going on
24 with Mr. Wiley. Plaintiff's agreed to stipulate to

1 this contract as an -- as an exhibit for Ms. Trent,
2 so I would just offer that as Defense Exhibit Number
3 1.

4 THE COURT: Okay.

5 MR. EVANS: He's going to stipulate.

6 MR. WINFREY: We're fine with that. She had an
7 offer.

8 MR. EVANS: It's one, two, three, four, five,
9 pages.

10 THE COURT: Sure.

11 MR. EVANS: And I'll mark it as Defendant's
12 Exhibit 1.

13 DEFENDANT'S EXHIBIT NUMBER 1 MARKED FOR IDENTIFICATION

14 AND ADMITTED INTO EVIDENCE

15 The document referred to was thereupon marked for
16 identification as above indicated and admitted into
17 evidence.

18 MR. WINFREY: The rumor of the existence of that
19 contract, Your Honor, is what cause the Lis Pendens to
20 be filed. So I don't doubt that it's a legitimate
21 contract.

22 THE COURT: All right. We'll enter it as
23 Defendant's Exhibit Number 1.

24 MR. WINFREY: Yes, sir.

1 THE COURT: Thank you. Do you have a copy of
2 this?

3 MR. WINFREY: I don't have a copy. It's okay.

4 MR. EVANS: I'll give him one.

5 THE COURT: Mr. Evans, do you have anything else?

6 MR. EVANS: Judge, we rest.

7 THE COURT: All right. Mr. Winfrey, do you want
8 to -- do you have any kind of closing or anything?

9 MR. WINFREY: If you want one, Your Honor.

10 The document speaks for itself. We believe the
11 document says what it says. Ms. Trent admitted that
12 it was -- it was to be a contract but she talks about
13 there would be contingencies or other things in it.
14 So I don't think there's any question that the parties
15 did or did not perceive it to be a contract with some
16 -- with -- she's indicated some stipulations about
17 appraisal, if I remember, not contained in the
18 document.

19 Mr. Wiley testified that one of the reasons why
20 there was a knock off in the price, at that point and
21 time the parties thought the \$100,000 was to -- to
22 account for some money that Mr. Trent had owned him
23 over time.

24 And that the law doesn't protect people from

1 making bad deals. Most of is, I suspect, in this
2 room, maybe not everybody, have made their own bad
3 deal from time to time. That's not to say it's a bad
4 deal. The bad deal doesn't make it an illegal deal.
5 It just means for one party it's a better deal than
6 the other.

7 We believe it's a sales contract as demonstrated
8 by the testimony and he should receive the property.

9 THE COURT: Mr. Evans?

10 MR. EVANS: A bad deal is when you lose a hundred
11 bucks. This is \$100,000 off the value of this house.
12 It obviously was a deficient agreement of some sort.
13 Mr. Trent still says it was simply a receipt for a
14 \$10,000 advance and, in essence, a lien on this house.

15 She went -- that contract was dated in February,
16 right after this loan, got this house listed and sold
17 and was ready to pay him back, and here we are.

18 A bad deal is one thing. When it's
19 unconscionable and unfair, it's something else.

20 THE COURT: Okay. Well, the Court will take
21 everything under advisement. The Court would ask that
22 both parties submit findings of fact and conclusion of
23 law, and I'll look everything over and make a
24 decision.

1 MR. WINFREY: How much time do you need for that,
2 Your Honor?

3 THE COURT: How much time do you think you need?
4 A week?

5 MR. WINFREY: I was just trying to think what's
6 going on at the office. A week.

7 THE COURT: Yeah, that's fine.

8 MR. WINFREY: You just want us to get everything
9 together. Today's the 12th, 16th, 23rd?

10 THE COURT: That's fine.

11 MR. WINFREY: Thank you.

12 THE COURT: Anything else?

13 MR. WINFREY: No, sir. That's it.

14 MR. EVANS: Thank you, Judge.

15 THE COURT: Thank you.

16 (WHEREUPON proceedings in this matter were
17 adjourned on this day 2:05p.m.)

18

19

20

21

22

23

24

1 STATE OF WEST VIRGINIA

2 COUNTY OF MERCER, to-wit:

3

4 I, Veronica Lynn Bird, Certified Court Reporter,

5 Official Court Reporter, do hereby certify that the

6 foregoing is a true and accurate transcript of

7 proceedings had and testimony given before Ryan

8 Flanigan, Judge, in the Mercer County Courthouse,

9 Princeton, Mercer County, as reported by me by

10 Stenomask.

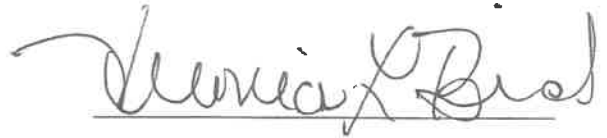
11 Given under my hand this 3rd day of January, 2025.

12

13

14

15

A handwritten signature in cursive script, reading "Veronica L. Bird". The signature is written in dark ink and is positioned above the printed name and title.

16

Veronica L. Bird, CCR

17

Official Court Reporter

18

19

20

21

22

23

Exhibit

B, 2024

Received 10,000.⁰⁰ from Reared Wilms
for down payment on downhouse located
at Blipsey place.

Balance remaining is 50,000.⁰⁰

Andrea Thart



West Virginia E-Filing Notice

Exhibit
Copy

CC-28-2024-C-42

Judge: Ryan Flanigan

To: Thomas Hannon Evans, III
theevanslaw@gmail.com

NOTICE OF FILING

IN THE CIRCUIT COURT OF MERCER COUNTY, WEST VIRGINIA

Kenneth Wiley Sr. v. Sandra K. Trent

CC-28-2024-C-42

The following order - case - final was FILED on 8/30/2024 5:11:35 PM

Notice Date: 8/30/2024 5:11:35 PM

Julie Ball

CLERK OF THE CIRCUIT COURT

Mercer County

1301 W. Main Street, Suite 111

PRINCETON, WV 24740

(304) 487-8371

Julie.Ball@courts.wv.gov

In the Circuit Court of Mercer County, West Virginia

Kermit Wiley, Sr.,
Plaintiff,

v.

Sandra K. Trent,
Defendant

Case No. CC-28-2024-C-42
Judge Ryan Flanigan

ORDER

ON THIS DAY, August 12, 2024, this matter came before the Court for a bench trial. Plaintiff Kermit Wiley, Sr., appeared by Counsel, William Winfrey, Esq., and Defendant Sandra Trent, appeared by Counsel, Thomas Evans, Esq. The witnesses in the case were the Plaintiff and Defendant.

WHEREFORE, based on the testimony of the parties and a review of the exhibits, the Court makes the following Findings of Fact and Conclusions of Law.

I. FINDINGS OF FACT

The Court finds the following **FINDINGS OF FACT**:

1. The property in dispute is known as 131 Pansey Place, Princeton, West Virginia 24739 (hereinafter "the property") and is owned by the Defendant Sandra Trent.
2. In 2024, Ms. Trent, at the time, was married to James Trent who had no ownership in the property.
3. The property is legally identified as Lot 8, Elkview Subdivision, Beaver Bond District, Mercer County, West Virginia.
4. The Plaintiff Kermit Wiley, Sr., contends that by a written agreement dated January 24, 2024, he agreed to purchase, and Ms. Trent agreed to sell, the property for the purchase price of \$60,000.00.
5. The written agreement is one page and states:

January 24, 2024. Received 10,000.00 from Kenneth Wiley for down payment on doublewide located at 131 pansey place. Balance remaining is 50,000.00. Sandra Trent

6. On January 24, 2024, Mr. Wiley, in exchange for the execution of the written agreement by Ms. Trent, made a cash down payment of \$10,000.00.

7. The remaining balance for the sale of the property was \$50,000.00, which Mr. Wiley, at some time, presented to Ms. Trent for final payment but it was not accepted.

8. Mr. Wiley had loaned James Trent money in the past which had not been repaid and it was Mr. Wiley's understanding, that the sale of the property at \$50,000.00 was at a reduced price to repay him for the money owed.

9. Ms. Trent was not part of the negotiations and Mr. Wiley never spoke to her about the sale of the property.

10. Mr. Wiley testified that he negotiated this contract with James Trent.

11. Ms. Trent acknowledges that the written agreement was prepared and signed by her, but she had no communication with Mr. Wiley regarding the agreement.

12. Ms. Trent was not present during the negotiations regarding the written agreement and the terms of the written agreement were negotiated by Mr. Wiley and her James Trent.

13. Ms. Trent acknowledges that the written agreement was meant to be a sales contract, however, there was a contingency term as to the sales price of the property if it was appraised for more than \$100,000.00.

14. According to Ms. Trent, if the appraised property was more than \$100,000.00, the sales price would be increased to take into consideration the value.

15. On February 9, 2024, Ms. Trent received an offer on the property for \$167,500.00.

II. CONCLUSIONS OF LAW

The Court makes the following CONCLUSIONS OF LAW:

1. The Court has jurisdiction over this matter pursuant to West Virginia Code Section 51-2-2.

2. The standard of proof required of the Plaintiff in this case is the preponderance of the evidence, the greater weight of the evidence. McCullough v. Clark, 93 W. Va. 22, 106 S.E. 61 (1921).

3. The issue in this case is whether a contract existed between Mr. Wiley and Mrs. Trent. If a contract does exist, the Plaintiff is requesting for specific performance of the contract after paying the Defendant the agreed upon consideration of \$50,000.00.

4. West Virginia law is clear on the requirements of an agreement to sell real estate. West Virginia Code §46-3-1 states:

No contract for the sale of land, or the lease thereof for more than one year, shall be enforceable unless the contract or some note or memorandum thereof be in writing and signed by the party to be charged thereby, or by his agent. But the consideration need not be set forth or expressed in the writing, and it may be proved by other evidence. West Virginia Code Section 36-1-3 (2024 Edition).

5. Mr. Wiley produced a document that both parties agreed was the written agreement between the parties. Mrs. Trent admitted to writing and signing the produced written document. A review of the written document confirms that it satisfies the requirements under West Virginia Code Section 36-1-3. The document is one page and states:

January 24, 2024. Received 10,000.00 from Kermit Wiley for down payment on doublewide located at 131 pansy place. Balance remaining is 50,000.00. Sandra Trent

6. "A contract is an agreement between two or more persons in which each promises to do something that has value, or promises not to do something that has value in exchange for the promise of the other person." "The promise as said to be "consideration: of on another, and mutual consideration is essential to a valid contract."

7. "The fundamentals of a legal 'contract' are competent parties, legal subject-matter, valuable consideration, and mutual assent." "There can be no contract, if there is one of these essential elements upon which the minds of the parties are not in agreement." Syllabus Point 5, Virginian Export Coal Co. v. Rowland Land Co., 100 W.Va. 559, 131 S.E. 253 (1926).

8. In this case, the first three elements have been proven. Mr. Wiley and Ms. Trent are both competent parties. Mr. Wiley and Ms. Trent both testified, and both appeared to be competent individuals. The property in question is a legal subject-matter that is routinely the subject of a written contract. Valuable consideration was promised by both parties, Mr. Wiley promised \$60,000.00 in return for Ms. Trent's conveyance of the property in dispute.

9. The fourth element, mutual assent or "meeting of the minds" between Mr. Wiley and Ms. Trent, has not been proven.

10. "It is elementary that mutuality of assent is an essential element of all contracts." "In order for this mutuality to exist, it is necessary that there be a proposal or offer on the part of one party and an acceptance on the part of the other. Both the offer and acceptance may be by word, act or conduct that evince the intention of the parties to contract." "That their minds have met may be shown by direct evidence of an actual agreement or by indirect evidence through facts from which an agreement may be implied." Ways v. Imation Enterprises Corp., 214 W. Va. 305, 569 S.E. 2d 36 (2003).

11. "A meeting of the minds of the parties is a sine qua non of all contracts." Martin v. Ewing, et ux., 112 W.Va. 332, 164 S.E. 859 (1932).

12. The two parties never spoke to one another about the alleged contract. Mr. Wiley admitted that Ms. Trent was not part of the negotiations and that he never spoke to

her about the sale of the property. Mr. Wiley testified that he negotiated this contract with James Trent and not with Ms. Trent, despite the fact, that Ms. Trent was the actual owner of the property. Additionally, there was no evidence presented that James Trent was acting as Ms. Trent's agent and had the legal authority to negotiate on behalf of Ms. Trent. Ms. Trent testified that during what she suspected was the negotiations between Mr. Wiley and Mr. Trent, she was in another room and not involved in the negotiation. The Court finds it difficult to find that the two parties mutually assented to the terms in the contract having never spoken to each other.

13. Both parties clearly had different understandings of what exactly were the terms of the contract. Mr. Wiley believed he was purchasing the property for \$60,000.00 and was putting \$10,000.00 as a down payment. Additionally, he believed that he was receiving a discount in the value of the property and that discount would serve as repayment of debts James Trent owed him. Mr. Wiley testified that he had loaned James Trent money in the past which had not been repaid and it was Mr. Wiley's understanding, that the sale of the home at \$60,000.00 was at a reduced price to repay him the additional monies owed by James Trent.

Ms. Trent admitted that the written agreement was prepared and signed by her and that it was a contract for the sale of the property, however, she believed that there was a contingency in the contract as to the sale price of the property. Ms. Trent testified that the contingency was that if the property appraised for more than \$100,000.00 then the price of the property would be more than \$60,000.00.

Shortly after the agreement between the parties, Ms. Trent received an offer on the property for \$167,500.00, well over the \$100,000.00 contingency threshold. There was no evidence presented that Mr. Wiley and Ms. Trent negotiated a new price pursuant to the contingency term Ms. Trent believed was part of the contract. Mr. Wiley

insisted that the sale price was \$60,000.00, clearly Mr. Wiley knew nothing of the contingency term regarding the price of the property. Additionally, Ms. Trent knew nothing about the term that the reduced price of the property at \$60,000.00 would serve to repay Mr. Wiley for money James Trent owed him.

14. None of the terms were part of the written agreement which, along with the fact that the two parties never spoke to one another, provides additional weight that neither party knew the exact terms of the contract and there was no "meeting of the minds" which is a sine qua non of all contracts.

THE COURT FINDS, ADJUDGES AND RULES in favor of the Defendant Sandra K. Trent and states the following:

1. The weight of the evidence does not allow the Court to find that a valid contract existed between the parties. The Plaintiff has not satisfied its burden of proof that a valid contract existed between the parties.
2. Each party is responsible for their attorney fees and costs as there is no evidence that any party acted in bad faith, vexatiously, wantonly or for oppressive reasons.

The Clerk of the Court is directed to submit a copy of this Order to counsel of record and remove this matter from the Court's docket.

/s/ Ryan J. Flanigan
Circuit Court Judge
9th Judicial Circuit

Note: The electronic signature on this order can be verified using the reference code that appears in the upper-left corner of the first page. Visit www.courtswv.gov/e-file/ for more details.

Exhibit

D

IN THE INTERMEDIATE COURT OF APPEALS OF WEST VIRGINIA

FILED

August 6, 2025

**KERMIT WILEY, SR.,
Plaintiff Below, Petitioner**

ASHLEY N. DEEM, CHIEF DEPUTY CLERK
INTERMEDIATE COURT OF APPEALS
OF WEST VIRGINIA

v.) No. 24-ICA-394 (Cir. Ct. Mercer Cnty. Case No. CC-28-2024-C-42)

**SANDRA K. TRENT,
Defendant Below, Respondent**

MEMORANDUM DECISION

Petitioner Kermit Wiley, Sr. appeals the bench trial order entered by the Circuit Court of Mercer County on August 30, 2024. In its order, the circuit court found that no enforceable contract existed between the parties for the sale of certain real property. Respondent Sandra K. Trent did not participate in this appeal.¹

This Court has jurisdiction over this appeal pursuant to West Virginia Code § 51-11-4 (2024). After considering the parties' arguments, the record on appeal, and the applicable law, this Court finds that there is error in the circuit court's decision but no substantial question of law. This case satisfies the "limited circumstances" requirement of Rule 21(d) of the Rules of Appellate Procedure for reversal in a memorandum decision. For these reasons, the circuit court's decision is reversed.

At the heart of this case is whether a contract exists between the parties for the sale of real property located in Mercer County (the "Property"). Mr. Wiley contends that by handwritten agreement dated January 24, 2024 (the "Agreement"), Ms. Trent agreed to sell to him her Property for \$60,000. The Agreement, which was prepared and signed by Ms. Trent, states: "January 24, 2024. Received 10,000.00 from Kermit Wiley for down payment on doublewide located at 131 Pansey Place. Balance remaining is \$50,000.00. /s/ Sandra Trent." It is undisputed that at the time of the Agreement, Ms. Trent was the Property's sole owner and that she accepted Mr. Wiley's initial payment of \$10,000.

Shortly thereafter, Mr. Wiley offered payment for the remaining balance of \$50,000, which Ms. Trent refused to accept. Mr. Wiley discovered that after executing the Agreement and accepting the \$10,000 down payment, Ms. Trent listed the Property with a realtor, accepted another buyer's offer to purchase the Property for \$167,500, and executed

¹ Petitioner is represented by William S. Winfrey II, Esq.

a purchase agreement. Thereafter, Mr. Wiley filed a complaint in circuit court seeking specific performance of the Agreement.

During the bench trial, Ms. Trent testified that she drafted and signed the Agreement, and that the Agreement was the parties' contract for the sale of the Property. She also acknowledged acceptance and receipt of the \$10,000. However, she raised several points to contest its validity. For example, she testified that she did not directly discuss the terms of the Agreement with Mr. Wiley, but rather, those discussions were held between Mr. Wiley and her then-husband, Mr. Trent,² and that she was in another room of her home while the matter was discussed. She also testified that it was her belief that the Agreement was intended to include contingency language which was to reflect that the \$60,000 purchase price would be increased if the home appraised for \$100,000 or more. However, Ms. Trent acknowledged that the contingency issue was never addressed with Mr. Wiley.

Mr. Wiley testified that he discussed purchasing the Property with Mr. Trent, and that Ms. Trent was not directly involved in those discussions. He further indicated that he believed that the \$60,000 purchase price reflected a sale price reduction to account for the substantial sums of money which he had lent Mr. Trent in the past that still needed to be repaid. Mr. Wiley stated that he had planned to purchase the home and then sell it to recoup the purchase price and outstanding loans. Mr. Wiley agreed that the contingency issue was never addressed with him. Instead, he testified that Ms. Trent drafted and signed the Agreement, which was delivered to him by Mr. Trent, and that he tendered the \$10,000 to Ms. Trent, which she accepted. He stated that these events all took place close in time to January 24, 2024.

In its bench trial order, the circuit court found that Ms. Trent acknowledged that she prepared and signed the Agreement, and that the document was a contract for the sale of the Property. The court found that the Agreement satisfied the statute of frauds pursuant to West Virginia Code § 36-1-3 (1923).³ The court further determined that the Agreement satisfied the following elements of a contract: competent parties, legal-subject matter, and valuable consideration. However, the circuit court determined that there was no

² Mr. Trent was not called by either party as a witness at trial.

³ West Virginia Code § 36-1-3 provides:

No contract for the sale of land, or the lease thereof for more than one year, shall be enforceable unless the contract or some note or memorandum thereof be in writing and signed by the party to be charged thereby, or by his agent. But the consideration need not be set forth or expressed in the writing, and it may be proved by other evidence.

enforceable contract because the evidence failed to establish the remaining element: a “meeting of the minds.”⁴

On this issue, the circuit court placed emphasis on the fact that the parties did not directly negotiate the matter with each other, there was no evidence that Mr. Trent was acting as Ms. Trent’s agent, and based upon the parties’ trial testimony, they each clearly had different understandings of the Agreement. Specifically, the court found that Mr. Wiley believed that he was purchasing the property for \$60,000 with a \$10,000 down payment, and that the purchase price was discounted to reflect outstanding debts owed to him by Mr. Trent. With respect to Ms. Trent, the court determined that while she had authenticated the Agreement, she held a subjective belief that there was supposed to be a contingency clause in the Agreement regarding the sale price of the Property. The circuit court went on to find that after Ms. Trent was offered \$167,500 for the home by another party, there was no evidence of a new negotiated price between the parties and, thus, the parties did not know the exact terms of the Agreement, rendering it unenforceable. The circuit court entered judgment in favor of Ms. Trent and this appeal followed.

Our standard of review for this case is as follows:

In reviewing challenges to the findings and conclusions of the circuit court made after a bench trial, a two-pronged deferential standard of review is applied. The final order and the ultimate disposition are reviewed under an abuse of discretion standard, and the circuit court’s underlying factual findings are reviewed under a clearly erroneous standard. Questions of law are subject to a *de novo* review.

Syl. Pt. 1, *Pub. Citizen, Inc. v. First Nat’l Bank in Fairmont*, 198 W. Va. 329, 480 S.E.2d 538 (1996).

Mr. Wiley raises several assignments of error on appeal, which all center on his all-encompassing contention that the circuit court erred when it determined that the Agreement was not an enforceable contract between the parties. Therefore, we combine and restate Mr. Wiley’s assignments of error as that singular issue for the purposes of this appeal. See *Tudor’s Biscuit World of Am. v. Critchley*, 229 W. Va. 396, 402, 729 S.E.2d 231, 237 (2012) (stating the general proposition that related assignments of error may be consolidated for ruling); *Jacquelyn F. v. Andrea R.*, No. 16-0585, 2017 WL 2608425, at *1 n.2 (W. Va. June 16, 2017) (memorandum decision) (restating assignments of error

⁴ See Syl. Pt. 5, *Virginia Exp. Coal Co. v. Rowland Land Co.*, 100 W. Va. 559, 131 S.E. 253 (1926) (“The fundamentals of a legal ‘contract’ are competent parties, legal subject-matter, valuable consideration, and mutual assent. There can be no contract, if there is one of these essential elements upon which the minds of the parties are not in agreement.”).

where they involve clearly related issues); *Perry v. Ravenscroft*, No. 24-ICA-134, 2024 WL 5002991, at *3 (W. Va. Ct. App. Dec. 6, 2024) (memorandum decision) (consolidating and restating petitioner's assignments of error on appeal). In other words, the issue on appeal is whether the circuit court erred in its determination that the Agreement was not a valid and enforceable agreement between the parties.

Upon review, we agree with Mr. Wiley that the Agreement is a valid and enforceable contract. For the reasons outlined below, we conclude that the circuit court's ruling was contrary to well-established principles of contract law and, as a result, constitutes reversible error.

"Generally, the existence of a contract is a question of fact." Syl. Pt. 4, in part, *Cook v. Heck's Inc.*, 176 W. Va. 368, 342 S.E.2d 453 (1986); see *Conley v. Johnson*, 213 W. Va. 251, 254, 580 S.E.2d 865, 868 (2003) ("As a general proposition, it is recognized that the questions of whether parties have reached a meeting of minds in an agreement situation and whether their undertakings have involved mutuality, are ordinarily ones of fact."). Here, we must determine whether the record supports the circuit court's determination that there was no meeting of the minds or mutuality of assent between the parties with respect to the Agreement. We conclude that it does not, and that the circuit court clearly erred in finding no contract existed.

On this issue, the Supreme Court of Appeals of West Virginia has stated:

It is elementary that mutuality of assent is an essential element of all contracts. *Wheeling Downs Racing Ass'n v. West Virginia Sportservice, Inc.*, 158 W. Va. 935, 216 S.E.2d 234 (1975). In order for this mutuality to exist, it is necessary that there be a proposal or offer on the part of one party and an acceptance on the part of the other. Both the offer and acceptance may be by word, act or conduct that evince the intention of the parties to contract. That their minds have met may be shown by direct evidence of an actual agreement or by indirect evidence through facts from which an agreement may be implied. See *Lacey v. Cardwell*, 216 Va. 212, 217 S.E.2d 835 (1975); *Charbonnages de France v. Smith*, 597 F.2d 406, 415-416 (4th Cir.1979).

Ways v. Imation Enters. Corp., 214 W. Va. 305, 313, 589 S.E.2d 36, 44 (2003) (quoting *Bailey v. Sewell Coal Co.*, 190 W. Va. 138, 140-41, 437 S.E.2d 448, 450-51 (1993)).

We are also mindful that:

Thus, as a threshold condition for contract formation, there must be an objective manifestation of voluntary, mutual assent. . . . In the formation of contracts . . . it was long ago settled that secret, subjective intent is immaterial, so that mutual assent is to be judged only by overt acts and words

rather than by the hidden, subjective or secret intention of the parties. . . . Thus, it is true that as a general principle, the inquiry will focus not on the question of whether the subjective minds of the parties have met, but on whether their outward expressions of assent is sufficient to form a contract.

1 *Williston on Contracts* § 4:1 (4th ed. 2024); see also *Studeny v. Cabell Huntington Hosp.*, No. 13-0363, 2013 WL 6152402, at *2 (W. Va. Nov. 22, 2013) (memorandum decision) (recognizing that the existence of an offer and mutuality of assent in a contract are objective determinations).

In this case, the record is replete with overt acts by the parties to establish a meeting of the minds regarding the intent and terms of the Agreement. First, according to the record, the Agreement is unambiguous. Next, it is undisputed that Ms. Trent prepared and signed the Agreement, accepted Mr. Wiley's initial \$10,000 payment, and that Mr. Wiley tendered the remaining purchase price to Ms. Trent, which she refused to accept. While Ms. Trent testified that the Agreement lacked a contingency clause, not only did she acknowledge below that no one discussed the clause with Mr. Wiley, but more significantly, she prepared and signed the Agreement. These outward expressions illustrate a manifest intent by the parties to be bound by the terms of the Agreement as written and executed by Ms. Trent. Under the plain terms of this Agreement, Ms. Trent agreed to sell the Property to Mr. Wiley for \$60,000. See *PITA, LLC v. Segal*, 249 W. Va. 26, 43, 894 S.E.2d 379, 396 (Ct. App. 2023) (citations omitted) ("Our jurisprudence has long recognized that parties have a duty to read contracts before signing them."); *Conley*, at 254, 580 S.E.2d at 868 (stating that under West Virginia law, a contract does not need to be signed by both parties to be enforceable, and that only the signature of the party to be charged (the party being sued) is required). Therefore, we conclude that the Agreement is a valid and enforceable contract. As such, the circuit court's decision must be reversed.

Accordingly, we reverse the circuit court's August 30, 2024, bench trial order.

Reversed.

ISSUED: August 6, 2025

CONCURRED IN BY:

Chief Judge Charles O. Lorensen
Judge Daniel W. Greear
Judge S. Ryan White



West Virginia E-Filing Notice

~~Exhibit~~
E

CC-28-2024-C-42

Judge: Ryan Flanigan

To: William S. Winfrey, II
bill@winfreylaw.com

NOTICE OF FILING

IN THE CIRCUIT COURT OF MERCER COUNTY, WEST VIRGINIA

Kermit Wiley Sr. v. Sandra K. Trent

CC-28-2024-C-42

The following order - case was FILED on 9/11/2025 3:02:38 PM

** Entered **

Notice Date: 9/11/2025 3:02:38 PM

Julie Ball
CLERK OF THE CIRCUIT COURT
Mercer County
1501 W. Main Street, Suite 111
PRINCETON, WV 24740

(304) 487-8371
Julie.Ball@courtswwv.gov

In the Circuit Court of Mercer County, West Virginia

Kermit Wiley, Sr.,
Plaintiff,

v.

Case No. CC-28-2024-C-42
Judge Ryan Flanigan

Sandra K. Trent,
Defendant

ORDER SCHEDULING HEARING

On this day came the Plaintiff and moved for the appointment of a Special Commissioner to execute a Deed to the Plaintiff after the Mandate of the West Virginia Intermediate Court of Appeals ruled in favor of the Plaintiff. The Court finds that a hearing should be held to give the Defendant an opportunity to appear to demonstrate if she is willing to convey the property under the terms of the Contract now enforceable.

Accordingly, it ADJUDGED and ORDERED:

1. A hearing on Plaintiff's Motion to Appoint a Special Commissioner shall be held on *Friday, October 10, 2025, at 10:00 a.m.*, before this Honorable Court.
2. Plaintiff shall, in addition to electronic service, mail a copy of this Order to the Defendant at the subject property address of 131 Pansey Place, Princeton, West Virginia 24739.

Pending hearing, this matter stands continued.

All of which is ADJUDGED and ORDERED.

Prepared and presented for entry by:

/s/ William S. Winfrey, II
William S. Winfrey, II (WVSB #4093)
Attorney at Law
1608 West Main Street
P. O. Box 1159
Princeton, WV 24740

T: (304)487-1887
F: (304)425-7340
E: bill@winfreylaw.com
Counsel for Plaintiff

/s/ Ryan J. Flanigan
Circuit Court Judge
13th Judicial Circuit

Note: The electronic signature on this order can be verified using the reference code that appears in the upper-left corner of the first page. Visit www.courtswv.gov/e-file/ for more details.

APPENDIX A – RULES OF APPELLATE PROCEDURE

NOTICE OF APPEAL

Intermediate Court of Appeals
Supreme Court of Appeals of West Virginia

Exhibit

ATTACH
COPIES OF ALL
ORDERS BEING
APPEALED

1. **COMPLETE CASE TITLE AND CASE NUMBERS IN LOWER TRIBUNAL**
(Include all party designations, such as plaintiff, intervenor, etc. Use an extra sheet if necessary.)

24-ICA-394
CC-28-2024-C-42(Cir.Ct. Mercer Cnty. Case No.)

RECEIVED
061 - 9215
SUPERIOR COURT

2. **COUNTY OR LOWER TRIBUNAL APPEALED FROM AND NAME OF JUDGE(S) WHO ISSUED DECISION(S)** (If the presiding judge was appointed by special assignment, include an explanation of the circumstances on an extra sheet.)

Chief Judge Charles O. Lorensen, Judge Daniel W. Greear, Judge S. Ryan White

3. **PETITIONER(S)** (list all parties who join in the appeal and provide the name, firm name, address, phone number, and e-mail address of counsel of record for each party. Self-represented parties must provide an address, phone number, and e-mail address.)

Sandra Kay Trent
131 Pansy Place
Princeton, West Virginia 24739
(304) 890-8857
blondie_39_1963@yahoo.com

4. **RESPONDENT(S)** (list all parties against whom the appeal is taken and provide the name, firm name, address, phone number, and e-mail address of counsel of record for each party. For self-represented parties provide an address, phone number, and e-mail address.)

Kermit Wiley, Sr.
William S. Winfrey, II (WVSB #4093)
Attorney at Law
1608 West Main Street
P.O. Box 1159
Princeton, West Virginia 24740
(304) 487-1887
bill@winfreyllaw.com

5. **NON-PARTICIPANT(S)** (list any parties to the lower tribunal action that will not be involved in the appeal and provide the name, firm name, address, telephone number and e-mail address of counsel of record for each non-participant. Provide the name, address, and telephone number of any self-represented litigant who was a party to the lower tribunal action but is not participating in the appeal.)

Thomas H. Evans, Attorney at Law
P.O. Box 70
Oceana, West Virginia 24870
(304) 682-8720
thevanslaw@gmail.com

APPENDIX A – RULES OF APPELLATE PROCEDURE

CASE NAME: Trent vs Wiley Th

6. DATE OF ENTRY OF JUDGMENT ON APPEAL

August 06, 2025

DATE OF ENTRY OF JUDGMENT ON POST-
TRIAL MOTIONS, IF ANY

7. CRIMINAL CASES: DEFENDANT'S SENTENCE AND BAIL STATUS

8. **ABUSE AND NEGLECT CASES:** On an extra sheet, provide a brief list of the names, ages, and parent's names of all minor children, a description of the current status of the parental rights of each parent as of the filing of the notice of appeal, a description of the proposed permanent placement of each child, and the name of each guardian ad litem appointed in the case.

9a. Is the order or judgment appealed a final decision on the merits as to all issues and all parties? ☒ YES / ☐ NO

If your answer is no, was the order or judgment entered pursuant to R. Civ. P. 54(b)? ☐ YES / ☐ NO

If your answer is no, you must attach a brief explanation as to why the order or judgment being appealed is proper for the court to consider.

9b. Is the family court order entered under W. Va. Code 48-9-203(f)? ☐ YES / ☐ NO

10. Has this case previously been appealed? ☒ YES / ☐ NO

If yes, provide the case name, docket number and disposition of each prior appeal.

Kermit Wiley, Sr. vs Sandra K. Trent CC-28-2024-C-42 Reversed the Circuit Courts Decision August 30, 2024

11. Are there any related cases currently pending in the Intermediate Court or Supreme Court or in a lower tribunal?
☐ YES / ☒ NO If yes, cite the case, provide the status, and provide a description of how it is related.

12. Is any part of the case confidential? ☐ YES / ☒ NO

If yes, identify which part and provide specific authority for confidentiality.

13. If an appealing party is a corporation an extra sheet must list the names of parent corporations and the name of any public company that owns ten percent or more of the corporation's stock. If this section is not applicable, please so indicate below.

☐ The corporation who is a party to this appeal does not have a parent corporation and no publicly held company owns ten percent or more of the corporation's stock.

14. Do you know of any reason why one or more of the Intermediate Court Judges or Supreme Court Justices should be disqualified from this case? ☐ YES / ☒ NO If yes, set forth the basis on an extra sheet. Providing the information required in this section does not relieve a party from the obligation to file a motion for disqualification in accordance with Rule 33.

APPENDIX A – RULES OF APPELLATE PROCEDURE

CASE NAME: Trent vs Wilcy Th

NOTICE OF APPEAL

15. Is a transcript of proceedings necessary for the Court to fairly consider the assignments of error in the case?
☐ YES / ☒ NO If yes, you must complete the appellate transcript request form on page 4 of this form.
16. NATURE OF THE CASE, RELIEF SOUGHT, and OUTCOME BELOW (Limit to two double-spaced pages; please attach.)
17. ASSIGNMENTS OF ERROR (Express the assignments in the terms and circumstances of the case but without unnecessary detail. Separately number each assignment of error and for each assignment: (1) state the issue; (2) provide a succinct statement as to why the court should review the issue. Limit to eight pages double-spaced; please attach.)
18. ATTACHMENTS
Attach to this notice of appeal the following documents in order: (1) extra sheets containing supplemental information in response to sections 1-14 of this form; (2) a double-spaced statement of the nature of the case, not to exceed two pages, as material required by section 16 of this form; (3) a double-spaced statement of the assignments of error not to exceed eight pages as required by section 17 of this form; (4) a copy of the lower tribunal's decision or order from which you are appealing; (5) a copy of any order deciding a timely post-trial motion; (6) a copy of any order extending the time period for appeal; and (7) the statutory docket fee of \$200 (made payable to the State of West Virginia if made by check or money order); or a copy of the lower court's granting of the application for fee waiver in this case. The statutory docket fee does not apply to criminal cases, appeals from the Workers' Compensation Board of Review or original jurisdiction actions. The statutory docket fee does not apply to appeals from family court to the Intermediate Court of Appeals; however, the statutory docket fee applies to appeals from family court to the Supreme Court of Appeals, whether taken directly or after an appeal to the Intermediate Court of Appeals.

NOTICE:

You must file a separate affidavit and application anytime your financial situation no longer meets the official guidelines or anytime the court orders you to do so.

CERTIFICATIONS

I hereby certify that I have performed a review of the case that is reasonable under the circumstances and that the contents of the Notice of Appeal are accurate and complete.

10/9/2025

Date



Counsel of record or self-represented party

I hereby certify that on or before the date below, copies of this notice of appeal and attachments were served on all parties to the case, and copies were provided to the clerk of the circuit court from which the appeal is taken and to each court reporter from whom a transcript is requested.

10/9/2025

Date



Counsel of record or self-represented party

APPENDIX A – RULES OF APPELLATE PROCEDURE

CASE NAME: Trent vs Wiley Th

APPELLATE TRANSCRIPT REQUEST FORM

INSTRUCTIONS:

1. If a transcript is necessary for your appeal, you must complete this form and make appropriate financial arrangements with each court reporter from whom a transcript is requested.
2. Specify each portion of the proceedings that must be transcribed for purposes of appeal. *See Rule of Appellate Procedure 9(a).*
3. A separate request form must be completed for each court reporter from whom a transcript is requested. If you are unsure of the court reporter(s) involved, contact the circuit clerk's office for that information.
4. Failure to make timely and satisfactory arrangements for transcript production, including necessary financial arrangements, may result in denial of motions for extension of the appeal period, or may result in dismissal of the appeal for failure to prosecute.

Name of Court Report, ERO, or Typist: _____

Address of Court Reporter: _____

Case No.: _____ County: _____ Date of Final Order: _____

Date of Proceeding	Type of Proceeding	Length of Proceeding	Name of Judge(s)	Portions Previously Prepared

CERTIFICATIONS

I hereby certify that the transcripts requested herein are necessary for a fair consideration of the issues set forth in the Notice of Appeal.

I hereby further certify that I have contacted the court reporter and satisfactory financial arrangements for payment of the transcript have been made as follows:

- ☐ Private funds. (Deposit of \$ _____ enclosed with court reporter's copy. Attach documentation.)
- ☐ Criminal or habeas corpus appeal with fee waiver (Attach order appointing counsel or order stating defendant is eligible.)
- ☐ Abuse and neglect or delinquency appeal with fee waiver (Attach order appointing counsel.)
- ☐ Advance payment waived by court reporter (Attach documentation.)

Date mailed to court reporter

Counsel of record or self-represented party

APPENDIX A – RULES OF APPELLATE PROCEDURE

NOTICE OF APPEAL – EXTRA SHEET

CASE NAME: Trent vs Wiley Th

Response to SECTION: 16:

The Petitioner, Kermit Wiley, Sr. appealed the bench trial order entered by the Circuit Court of Mercer County on August 30, 2024. In it's order, the Circuit Court found that no enforceable contract existed between the parties for the sale of certain real property.

The Intermediate Court reversed the Circuit Court in a memorandum decision. As noted, in the memorandum decision the Respondent, Sandra Kay Trent did not participate in the appeal, The Respondent was not represented in the appeal and was not given proper notice of the proceedings. The Respondent requests the matter be remanded to the Intermediate Court Where she can participate in the appeal. Also the Supreme Court can hear the case and make a ruling, or the Supreme Court can uphold the Circuit Courts order.

IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

SANDRA KAY TRENT,

Appellant

V

CASE NO: 24-ICA-394; CC-28-2024-C-42

KERMIT WILEY, SR.,

Appellee

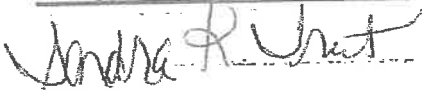
MOTION TO FILE OUT OF TIME

Now comes the Appellant (Sandra Kay Trent), and respectfully moves this **Honorable Court** for leave to file a **Notice of Appeal** out of time pursuant to Rule 5(f) of the West Virginia Rules of Appellant Procedure, and as grounds for this motion states as follows:

1. Judgement in this matter was entered by the Lower Court on 08/06/2025.
2. Appellant did not receive notice of the judgement or the appeal proceedings as required by law.
3. Appellant first became aware of the judgement on 09/13/2025.
4. Upon receiving notice, Appellant acted promptly and diligently in seeking appellant review.
5. The failure to file a timely appeal was due to excusable neglect and not due to any willful disregard of the rules.

6. Allowing this late appeal will not prejudice the Appellee and is necessary to preserve Appellant's right to appeal guaranteed under the Constitution of West Virginia. WHEREFORE, Appellant respectfully requests that this Honorable Court grant leave to file the attached Notice of Appeal as timely filed and for such other relief as may be just and proper.

Respectfully submitted,



Sandra Kay Trent
131 Pansy Place
Princeton, West Virginia 24739
(304) 890-8857

William S. Winfrey, II (WVSB #4093)
Attorney at Law
1608 West Main Street
P.O. Box 1159
Princeton, West Virginia 24740

IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

SANDRA KAY TRENT, PRO SE;

Appellant

V

CASE NO: 24-ICA-394; CC-28-2024-C-42

KERMIT WILEY, SR.,

Appellee

NOTICE OF APPEAL

TO: The Clerk of the Supreme Court of Appeals of West Virginia, and to all interested parties:

Comes Now, The Appellant, Sandra Kay Trent, Pro Se., and hereby gives Notice of Appeal to the Supreme Court of Appeals of West Virginia from the final decision and order of the Intermediate Court of Appeals of West Virginia entered on August 06, 2025. Appellant seeks review of said decision pursuant to Rule 5 of the West Virginia Rules of Appellate Procedure and all other applicable provisions of law.

A copy of the order being appealed is attached hereto. Appellant respectfully requests that the record of proceedings be transmitted to this Honorable Court for review.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Sandra Kay Trent". The signature is fluid and cursive, with the first name "Sandra" being the most prominent.

Sandra Kay Trent, Pro Se.
131 Pansy Place
Princeton, West Virginia 24739
(304) 890-8857

William S. Winfrey, II (WVSB #4093)
Attorney at Law
1608 West Main Street
P.O. Box 1159
Princeton, West Virginia 24740

Exhibit

IN THE CIRCUIT COURT OF MERCER COUNTY WEST VIRGINIA

KERMIT WILEY, SR.,

Plaintiff,

CIVIL ACTION NO. 24-C-42

SANDRA K. TRENT,

Defendant.

MOTION HEARING

TRANSCRIPT of proceedings had and testimony given in the above styled matter held on Friday, October 10, 2025 before Ryan Flanigan, Judge, in the Mercer County Courthouse, Princeton, Mercer County, West Virginia, commencing at 10:06a.m.

APPEARANCES

WILLIAM S. WINFREY, II, Esq., PO Box 4093, Princeton WV 24740, counsel for the Plaintiff.

SANDRA TRENT, 131 Pansy Place, Princeton WV 24739, self-represented.

Parties in person

VERONICA LYNN BIRD, CCR
Official Court Reporter
1501 Main Street, Suite 200
Princeton WV 24740
304 487-8343

I N D E X

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1 BE IT REMEMBERED heretofore, to-wit, the
2 following proceedings were had in open court:

3 THE COURT: We are on the record in the matter of
4 Kermit Wiley, Sr. versus Sandra Kay Trent, 24-C-42.
5 We have Mr. Winfrey on behalf of Mr. Wiley. Ms. Trent
6 is present, representing herself pro se.

7 Is that correct, ma'am?

8 MS. TRENT: Yes.

9 THE COURT: Does Mr. Evans represent you anymore?

10 MS. TRENT: Huh-uh.

11 THE COURT: Okay. So, Ms. -- Ms. Trent is
12 currently here, and you don't have legal counsel right
13 now.

14 MS. TRENT: No.

15 THE COURT: Is that correct?

16 MS. TRENT: No.

17 THE COURT: Okay. So, Ms. Trent is pro se.

18 Okay. So, this is a status that Mr. Winfrey has
19 requested.

20 The Court's previous decision was appealed to the
21 Intermediate Appellate Court and this Court was
22 reversed. And I believe Mr. Winfrey has filed a
23 Motion to Appoint Special Commissioner.

24 Is that correct, Mr. Winfrey?

1 MR. WINFREY: That's correct, Your Honor.

2 THE COURT: Okay. Now, Ms. Trent, I think -- if
3 I'm not mistaken, I think you contacted my office and
4 you indicated that you're appealing?

5 MS. TRENT: I filed an appeal with the Supreme
6 Court, yeah.

7 THE COURT: With the West Virginia Supreme Court?

8 MS. TRENT: Uh-huh.

9 THE COURT: So, you appealed the Intermediate
10 Appellate Court's decision?

11 MS. TRENT: Uh-huh. I did.

12 THE COURT: Okay.

13 MS. TRENT: I didn't know --

14 MR. WINFREY: That's incorrect. The mandate came
15 from the -- the mandate came from the Intermediate
16 Court of Appeal because the appeal became final.
17 That's the reason that the Court filed a mandate is
18 because the 30 day period passed after the entry of
19 the order at the Supreme Court, and therefore the
20 mandate was entered to this Court because she cannot
21 appeal to the Supreme Court. She did not appeal
22 within 30 days of the decision.

23 MS. TRENT: Your Honor, I was never notified that
24 there was an appeal.

1 THE COURT: Okay. Let me look at this real
2 quick.

3 MS. TRENT: And I have this filing right here.
4 And I filed one downstairs also.

5 THE COURT: Mr. Winfrey -- when did you file
6 that, ma'am?

7 MS. TRENT: I filed it yesterday.

8 THE COURT: Oh, yesterday.

9 MS. TRENT: Because when I got a notice from him
10 about this proceeding, I went into panic mode and I
11 started filing everything I could. So, yeah.

12 MR. WINFREY: That's the mandate issued from the
13 Intermediate -- the mandate should be filed.

14 THE COURT: I see it right here, Mr. Winfrey.
15 I'm reading it right now.

16 MS. TRENT: The mandate --

17 MR. WINFREY: That's why we have to wait until
18 after the appeal time run.

19 MS. TRENT: But if wasn't served notice, right?

20 MR. WINFREY: That's between you and your lawyer.

21 This mandate was entered on September 8th, 2025,
22 September 8, 2025, at a Regular Term of the
23 Intermediate Court of Appeals, pursuant to Rule 26 of
24 the Rules of Appellate Procedure, the memorandum

1 decision previously issued in the above-captioned case
2 is now final and is certified to the Circuit Court of
3 Mercer County and to the parties. The decision of the
4 circuit court is reversed. It is ordered that the
5 parties bear their own costs. The Clerk is direct to
6 remove this action.

7 Rules of Appellate Procedure said that she had 30
8 days to apply to appeal the order, which was the order
9 that came from the Intermediate Court of Appeals that
10 was dated August 7th, 2025. She had until
11 September 7th, 2025 to file an appeal.

12 MS. TRENT: I didn't get your notice until
13 September the 13th -- or 17th.

14 MR. WINFREY: Again, Your Honor, I can't help the
15 fact that we tried everything -- I tried everything
16 that I could. I kept calling. Mr. Evans has two
17 friends in Wyoming County, two lawyers down there, and
18 I kept calling both of them saying what has happened,
19 because we want to win this thing on the merits. We
20 do not want to win this thing by default.

21 And what I understand is, is that Mr. Evans,
22 about three weeks ago, had a hearing before the
23 Supreme Court of Appeals with Tim Lupardus
24 representing him on his law license. I have no idea

1 if this case was a part of it. I do not know. I
2 could not -- but I kept notifying -- Mr. Evans was
3 continuing to get notices. Mr. Evans has a law
4 license as of this moment. I don't know what's going
5 to happen. Mr. Evans has a law license, Mr. Evans
6 kept getting these notices. I can't tell you what's
7 happened as far as Ms. Trent is concerned, except to
8 tell that the decision was entered on August the 7th,
9 on September the 8th when the 30 day period passed, the
10 appeal -- the appeal time ran, and the Supreme -- and
11 the Intermediate Court of Appeals issued a mandate to
12 this Court since there -- to -- since the appeal
13 time had come, and a decision had become final.

14 MS. TRENT: I got notice from you on today's
15 hearing, but I didn't get a notice on the appeal.

16 MR. WINFREY: That's because you had a lawyer
17 representing you on the appeal.

18 THE COURT: Well, yeah, Rule 26(a) does say
19 unless otherwise provided, an opinion of memorandum
20 decision of the Court considering the merit of the
21 case is not final until the mandate has been issued.
22 And it was issued on -- well, let's see,
23 September the 8th.

24 And you filed it yesterday?

1 MS. TRENT: Uh-huh. Yeah.

2 THE COURT: Well, unfortunately, Ms. Trent, I
3 believe that Mr. Winfrey is correct. I believe you've
4 missed your opportunity to appeal, ma'am.

5 MS. TRENT: Okay. I guess my next question is,
6 they say -- the contract says double wide. Are they
7 putting the property in there with that? It was the
8 double wide, received 10,000 for a double wide located
9 at --

10 THE COURT: Well, I think that -- I mean, the
11 issue's already been -- has already been finalized.
12 The Intermediate Appellate Court ruled that it was a
13 contract for the sale of your property.

14 MS. TRENT: The whole property?

15 THE COURT: Yeah, the whole property.

16 MR. WINFREY: Yeah, the double wide is
17 specifically described in her deed.

18 MS. TRENT: I can still sell it.

19 MR. WINFREY: You can't sell it. It belongs to
20 Kermit Wiley, ma'am.

21 THE COURT: So, Mr. Winfrey, do you want to
22 appoint a special commissioner?

23 MR. WINFREY: If Ms. Trent's not willing to sign
24 the deed, then, yes, we'd ask --

1 MS. TRENT: I'm here.

2 MR. WINFREY: -- for a special commissioner.

3 THE COURT: Okay.

4 MR. WINFREY: Because she can't -- I can't get,
5 you know, -- I don't remember, Judge, if when you
6 practiced law if you did real estate work. The Code
7 requires that for me to give proceeds to a seller, I
8 have to have a 1099 or a W-9. This was her principal
9 residence. I don't have to report the sale to the
10 Internal Revenue Service, but in lieu of that, she has
11 to fill out a document that shows that this was her
12 principal residence through the last five years. And
13 I can't give her her money until she signs that.

14 So, I'm going to ask the Court for -- for a, you
15 know, -- for a moderate minimum fee for a special
16 commissioner, if we have to do it. This is at this
17 point and time, costing her money. At this point,
18 everybody has born their own cost. If we have to have
19 a special commissioner because she refuses the
20 Intermediate Court's mandate, then we're going to ask
21 the Court for a fee for having to do that, \$500 which
22 is customary with this Court, which cost her the \$500.
23 But I still can't give her the money under the Code
24 until she fills out this document.

1 It just makes sense to me that she would sign
2 that document and sign the deed, save herself \$500 and
3 let's be done with this. If she wants to appoint a
4 special commissioner, that's fine. I'll hold the
5 money until the end of the year and I'll send it to
6 the Secretary's Office and she can get it from the
7 Unclaimed Properties. I just -- at this point,
8 Judge, I'm just trying to figure out a simple and
9 inexpensive way to finish this case. But I'll do it
10 anyway that the Court directs.

11 THE COURT: Okay.

12 MR. WINFREY: If she wants to resist, then we'll
13 -- my motion is to appoint a special commissioner.
14 I'm going to ask the Court to order a special
15 commissioner, a fee of \$500 for the special
16 commissioner to handle the property, which comes from
17 the money that she gets, and then she still at some
18 point, to get her money, is going to have to sign this
19 form claiming this is her principal residence so we
20 don't have to report it to the IRS.

21 THE COURT: Ms. Trent?

22 MS. TRENT: I'll sign whatever I need to.

23 THE COURT: Okay.

24 MR. WINFREY: What I would suggest is, just come

1 back down to the office. I've got the money in my
2 trust account. And if you'll sign the deed and sign
3 that form, I'll give you the check. I just got to --
4 James, on the other hand, is not, but he conveyed the
5 property to you way ahead of the one-point-three-
6 million federal tax lien. So, you're fine.

7 MS. TRENT: The tax lien was before that.

8 MR. WINFREY: Huh?

9 MS. TRENT: Wasn't the tax lien before that?

10 MR. WINFREY: He conveyed his interest in the
11 property to you in '23 or '24. The IRS filed a
12 one-point-three- -- apparently he was operating a
13 business and not paying any taxes.

14 MS. TRENT: No. No.

15 MR. WINFREY: That was back in 2008.

16 MS. TRENT: I was not with him but that's what I
17 heard.

18 MR. WINFREY: Yes, ma'am. I'm just saying that
19 him conveying the property to you dodged a bullet.

20 But if you want to come down to the office and
21 sign that, I have the deed prepared here. I'll have
22 Sharon fill out the check, and you can sign that
23 document that claims this is your principal residence
24 for the last five years, and then we don't have to

1 fool with the IRS, and then we can cut the check and
2 then can all just go our way.

3 THE COURT: Ms. Trent, you're agreeable --

4 MS. TRENT: Yeah.

5 THE COURT: -- to sign the deed?

6 MS. TRENT: If I can live there as long as I
7 want, you know.

8 THE COURT: You're agreeable to sign the deed,
9 ma'am?

10 MS. TRENT: Yeah, I guess so.

11 Mr. Wiley, when he was at my house, he said I
12 could live there as long as I wanted, but I guess
13 that's different too.

14 THE COURT: Well, I guess if Ms. Trent is willing
15 to sign the deed, and Mr. Winfrey, no need at this
16 time to appoint a special commissioner. But if
17 something happens, just let the Court know.

18 MR. WINFREY: I suspect it's going to be fine.

19 THE COURT: Thank you, Mr. Winfrey.

20 Thank you, Ms. Trent.

21 (WHEREUPON proceedings in this matter were
22 adjourned on this day 10:20a.m.)

23

24

1 STATE OF WEST VIRGINIA
2 COUNTY OF MERCER, to-wit:

3

4 I, Veronica Lynn Bird, Certified Court Reporter,
5 Official Court Reporter, do hereby certify that the
6 foregoing is a true and accurate transcript of
7 proceedings had and testimony given before Ryan
8 Flanigan, Judge, in the Mercer County Courthouse,
9 Princeton, Mercer County, as reported by me by
10 Stenomask.

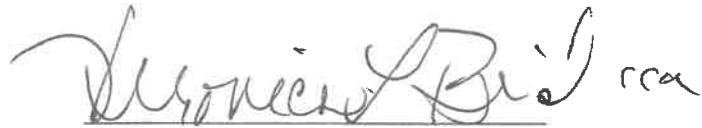
11 Given under my hand this 12TH day of January,
12 2026.

13

14

15

16

A handwritten signature in cursive script, reading "Veronica L. Bird", followed by the initials "cca". The signature is written in dark ink.

17

Veronica L. Bird, CCR

18

Official Court Reporter

19

20

21

22

23

24

E-FILED | 11/17/2025 3:52 PM
CC-28-2024-C-42
Mercer County Circuit Clerk
Julie Ball



Mercer County
Verlin T. Howe, Clerk
Instrument 261639
10/14/2025 @ 10:00:59 AM
DEED
Book 1135 @ Page 4
Pages Recorded 2
Recording Cost \$ 52.00
Transfer Tax \$ 330.00

THIS DEED, made this 3 day of October, 2025, by and between
SANDRA K. TRENT, (GRANTOR), and KERMIT WILEY, SR., (GRANTEE).

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of TEN (\$10.00) DOLLARS, cash in had paid, and further in the consideration of other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, sell, and convey unto the Grantee, with COVENANTS OF GENERAL WARRANTY OF TITLE AND FREEDOM FROM ENCUMBRANCES, all of her right, title, and interest in and to "that certain piece, parcel or tract of real estate, together with the improvements thereon and all of the rights, privileges, easements, and appurtenances thereunto belonging, situate in Beaver Pond District, Mercer County, West Virginia, and being more particularly bounded and described as follows, to-wit:

1996 Norris Doublewide
VIN: N020-05659TNA and N020-05659TNB

Lot Number Eight (8), of Elkview Subdivision, Beaver Pond District, Mercer County, West Virginia, as shown upon a map bearing the legend "ELKVIEW SUBDIVISION, LOT-LAYOUT, UTILITY, TOPOGRAPH, GLENWOOD, WEST VA. Scale 1"=30' October, 1992" of record in the Office of the Clerk of the County Commissioner of Mercer County Commission of Mercer County, West Virginia, with deed from Roger L. Prevento and Joyce A. Prevento, husband and wife, to Jane Colobro, further described as follows:

BEGINNING at a point in the easternmost edge of 40 foot wide street, said point being the westernmost common corner between lots 8 and 9, thence with the easternmost edge of a 40 foot wide street N. 28° 18' 00" E. 100.50 feet to a point in the eastern edge of said 40 foot wide street, said point being the westernmost common corner between lots 7 and 8; thence with the dividing line between lot 7 and 8 S. 56° 20' 10" E. 110.48 feet to a point, said point being the common corner between lots 5, 6, 7, and 8 as shown upon the above-referenced map; thence S. 28° 18' 00" W. 102.46 feet to a point, said point being the common corner between lots 4, 5, 8, and 9; thence with the dividing line between lots 8 and 9 N. 55° 19' 35" W. 110.68 feet to the point of BEGINNING."

And being the same property conveyed to Sandra K. Trent from James E. Trent and Sandra K. Trent, husband and wife, by Deed dated September 6, 2023, recorded in the Office of the Clerk of the County Commission of Mercer County, West Virginia, in Deed Book 1130 at Page 457.

RETURN TO: WILLIAM S. WINFREY II
BOX 157
PRINCETON, WV 24740

"THIS CONVEYANCE is made subject to the reservations restrictions, exceptions, covenants, terms and conditions contained or referred to in the deeds of the party of first part's predecessors in title."

Under the penalties of fine and imprisonment as provided by law, the Grantor hereby declares that she is a resident of the State of West Virginia.

Under penalties of fine and imprisonment as provided by law, the Grantor hereby declares the total consideration for the property transferred by the document to which this declaration is appended is \$60,000.00

WITNESS the following signature and seal


SANDRA K. TRENT (SEAL)

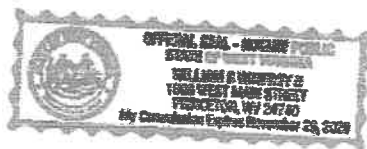
STATE OF WEST VIRGINIA,

COUNTY OF MERCER, TO-WIT:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do certify that SANDRA K. TRENT, whose name is signed to the foregoing and annexed writing bearing date the 17 day of October, 2025, has this day acknowledged the same before me in my said County.

Given under my hand this 17 day of October, 2025.

My Commission expires: 25 Nov 2026




NOTARY PUBLIC

This instrument prepared by:

William S. Winfrey, II. (WVSB #4093)
Attorney at Law
1608 West Main Street
P.O. Box 1159
Princeton, WV 24740
(304)467-1887
Facsimile: (304)425-7340
bill@winfreylaw.com
File No. 24-023

STATE OF WEST VIRGINIA

On November 7, 2025, the Supreme Court of Appeals of West Virginia made and entered the following order:

Sandra Kay Trent,
Petitioner

v.) 25-754 (Intermediate Court of Appeals No. 24-ICA-394)

Kermit Wiley, Sr.,
Respondent

**Exhibit
I**

SCHEDULING ORDER

On October 10, 2025, the petitioner, Sandra Kay Trent, self-represented, presented to the Court a notice of appeal from an order of the Intermediate Court of Appeals entered on September 8, 2025. The appeal has been placed on the docket as 25-754, in accord with Rule 5(b) of the Rules of Appellate Procedure (R.A.P.). All filings related to this appeal must refer to this Court's docket number and use the case caption set forth in this order.

Under West Virginia Code § 59-1-13, this appeal is subject to a filing fee of \$200 upon docketing of the case unless a fee waiver is granted. The Court acknowledges receipt of the \$200 filing fee.

The petitioner has indicated that transcripts are not necessary for the Court to consider the assignments of error.

The parties to this appeal are encouraged to agree on the contents of the appendix. Pursuant to R.A.P. 7(e), if no agreement is reached, the petitioners must prepare a list of the parts of the record that the petitioners intend to include in the appendix, along with a list of any issues intended

to be presented that were not included in the notice of appeal and serve the list on the respondent on or before December 29, 2025.

The deadline to perfect the appeal is February 6, 2026, with the filing of the brief and appendix. If the appeal is not perfected on or before February 6, 2026, the appeal will be dismissed. The petitioner may perfect the appeal at any time on or before the deadline for perfecting the appeal.

If the appeal is perfected, the respondent is directed to file a respondent's brief, or a summary response, on or before March 23, 2026, or within forty-five days of the date the appeal is perfected if the appeal is perfected before February 6, 2026. Any reply brief deemed necessary shall be filed by the petitioners on or before April 13, 2026, or within twenty days of the respondent's brief.

SUMMARY of DEADLINES: 25-754

Rule 7(e) List:	December 29, 2025
Appeal Perfected:	February 6, 2026
Respondent's Brief:	March 23, 2026, or within 45 days of the date the appeal is perfected.
Reply Brief:	April 13, 2026, or within 20 days of the date of the respondent's brief.

Once the deadline for filing a reply brief has passed, the appeal will be mature for consideration by the Court pursuant to Rules of Appellate Procedure 5(h). Counsel of record will be notified in writing of any decision in the case.

A True Copy

Attest: /s/ C. Casey Forbes
Clerk of Court



Exhibit

THE CIRCUIT COURT OF MERCER COUNTY OF WEST VIRGINIA

FILED

NOV 14 2025

JULIE BALL
CLERK CIRCUIT COURT
MERCER COUNTY

Sandra Kay Trent

Petitioner

Circuit Court Case NO. **CC-28-2024-C-42**

Intermediate Court Case No. **24-ICA-394**

Supreme Court Case No. **25-754**

Kermit Wiley, Sr.,

Respondent

NOTICE OF APPEAL AND REQUEST FOR STAY PENDING APPEAL

Now comes the Petitioner, **Sandra Kay Trent**, and respectfully notifies this Honorable Court that an appeal has been filed in the Supreme Court of Appeals of West Virginia in Case No. 25-754. Petitioner respectfully requests that the Circuit Court of Mercer County issue a **Stay of Enforcement** of its judgement pending the resolution of the appeal. This request includes, but is not limited to, staying any action related to possession, transfer of property, or attempts to remove Petitioner from the residence located at **131 Pansy Place, Princeton, WV 24739**

Additional Facts Supporting the Stay

On October 10, 2025, counsel for Respondent, **William S. Winfrey**, held a hearing seeking the appointment of a Special Commissioner to sign the deed to Petitioner's property. Petitioner was informed that if she did not sign the deed, \$500.00 would be paid to a special commissioner from her proceeds, and the remainder of her funds would be sent to Unclaimed Funds. Prior to the hearing, Petitioner informed the court she had already filed her appeal with the Supreme Court of Appeals of West Virginia. Petitioner also informed the court she had filed a copy of the appeal

with the Circuit Clerks Office in Mercer County. **Despite receiving this notice, the court proceeded** with the hearing and actions relating to the transfer of Petitioners property. These events demonstrate the urgent necessity of a stay to prevent further irreparable harm while the appeal is pending.

Respectfully submitted,



Sandra Kay Trent

131 Pansy Place

Princeton, West Virginia 24739

blondie_39_1963@yahoo.com

304-890-8857

Kermit Wiley, Sr.

William S. Winfrey, II (WVSB #4093)

1608 West Main Street

P.O. Box 1159

Princeton, West Virginia 24740

Certificate of Service

I certify that a true and accurate copy of this Notice was mailed, by U.S. Mail, postage prepaid, to William S. Winfrey, counsel for Respondent, Princeton, W.V. 24740, and to the Clerk of the Circuit Court of Mercer County, on this 14th day of November 2025.

IN THE SUPREME COURT OF APPEALS OF WEST VIRGINIA

SANDRA KAY TRENT,

Petitioner

V

CASE NO: 25-754

KERMIT WILEY, SR.,

Respondent

NOTICE OF STAY PENDING APPEAL

Now comes Petitioner, **Sandra K. Trent** and respectfully notifies this Honorable Court and all parties that she seeks a stay of enforcement of the Circuit Court of Mercer County's judgement while the appeal is pending. Petitioner states that although no formal ejectment action has yet been filed, she has been informed she must vacate her residence by November 15, 2025. Petitioner respectfully requests that the Supreme Court of Appeals of West Virginia stay any enforcement or removal action related to the property located at **131 Pansy Place, Princeton WV 24739**, until the appeal in Case No. **25-754** is fully resolved.

Urgency and Background:

On October 10, 2025, counsel for Respondent, **William S. Winfrey**, held a hearing seeking the appointment of a Special Commissioner to sign the deed to Petitioner's property. Petitioner was informed that if she did not sign the deed, \$500.00 would be paid to a special commissioner from her proceeds, and the remainder of her funds would be sent to Unclaimed Funds. Prior to that hearing, Petitioner informed the court she had already filed her appeal with the Supreme Court of Appeals of West Virginia. Petitioner also informed the court she had filed a copy of the appeal with the Circuit Clerks Office in Mercer County. **Despite receiving this notice, the court proceeded with the hearing and actions relating to the transfer of Petitioners property and to remove the Petitioner from her home.** Petitioner respectfully submits that the risk of irreparable harm is imminent, including loss of her home, financial penalties, and confusion

stemming from overlapping jurisdiction. The Petitioner is not represented by counsel at this time and seeks this Courts protection from enforcement actions during the appellate review.

Respectfully submitted,

Sandra Kay Trent

131 Pansy Place

Princeton, West Virginia 24739

blondie_39_1963@yahoo.com

304-890-8857

Kermit Wiley, Sr.

William S. Winfrey, II (WVSB #4093)

1608 West Main Street

P.O. Box 1159

Princeton, West Virginia 24740

Certificate of Service

I certify that a true and accurate copy of this Notice was mailed, by U.S. Mail, postage prepaid, to William S. Winfrey, counsel for Respondent, Princeton, W.V. 24740, and to the Clerk of the Circuit Court of Mercer County, on this 14th day of November 2025.