

IN THE COURT OF APPEALS
OF THE STATE OF WASHINGTON,
DIVISION ONE

No. 68317-9-1

JASON LAWSON AND RHIANNON LAWSON,
Respondents/Plaintiffs,

v.

ANTHONY JAMES MARTYN,
Defendant/Appellant.

BRIEF OF APPELLANT

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I. ASSIGNMENTS OF ERROR

1. The trial court erred in finding that the parties had entered into a binding contract by execution of a certain addendum to a Bill of Sale for a motor vehicle, which addendum by its explicit terms called for later agreement to be reached on essential elements of the proposed agreement. CP 19-28.
2. The trial court erred in construing the language of the addendum to mean that the parties mutually intended the actual sale price of the vehicle to be \$23,000 rather than the \$28,000 price plainly agreed in the bill of sale. CP 26 (¶1).
3. The trial court erred in finding that Martyn had breached his contractual duty in the addendum by failing to timely perform contemplated improvements to the vehicle. CP 26 (¶2).
4. The trial court erred in entering its Order and Judgment Affirming Small Claims Court Decision, awarding monetary damages to Lawson. CP 17-18.

II. ISSUES PERTAINING TO ASSIGNMENTS OF ERROR

1. Did the trial court err in finding that the parties had made a legally-binding contract in the Addendum to the Bill of Sale, where it is undisputed that the explicit terms of the Addendum acknowledged on its face that the proposed agreement was incomplete and predicated upon essential elements of the subject matter to be negotiated and agreed in the future, where the addendum stated no firm price but referenced only a preliminary Estimate based on then mutually-unknown variables, and where the parties never reached any subsequent mutuality as to those variables or as to a final price? (Assignments of Error Nos. 1,2, 4)

2. Did the trial court err in interpreting the "Estimate of Camper Conversion Costs" to infer that the parties agreed to reduce the price of vehicle from amount stated in the Bill of Sale regardless of whether any agreement was ever reached as to the essential elements of the contemplated conversion of the vehicle? (Assignments of Error Nos. 1,2, 4)

3. Did the trial court err in finding that Martyn had breached the terms of the Addendum agreement by failing to timely commence and complete the camper conversion of the vehicle, where it is undisputed that the parties explicitly stipulated that the conversion would be performed according to a particular design and specifications to be later agreed, but that they never reached any actual agreement as to those specifics, and where Lawson terminated the Addendum without ever even proposing any final design plan or specifications to Martyn? (Assignment of Error No. 3, 4)

III. STATEMENT OF THE CASE

A. OVERVIEW OF THE DISPUTE

This case involves a dispute over the sale of a used motor vehicle (the “van”), an incomplete proposed agreement for post-sale camper-conversion of the van by the seller pending future agreement to be made as to the design, specifications and price for the contemplated conversion (the “Addendum”), and the legal effect of an “Estimate of Camper Conversion Costs” on the

original sales price of the van after the parties' failure to reach any actual agreement as to an actual design, specifications or post-conversion price.

B. STATEMENT OF FACTS

All of the facts material to this case are undisputed, and are supported by consistent evidence in the record. Martyn was engaged in converting vans to campers as a hobbyist, and became acquainted with the Lawsons in August, 2010 when they were looking for a van to convert themselves, and Martyn was advertising for sale a 2005 van which he had already converted. CP 287 (5/10/10 Declaration of Anthony James Martyn in Support of Defendant's Trial Brief ("Martyn Decl.") at ¶1).

Martyn sold that van shortly thereafter and purchased a 2007 van (the "van") which he offered to sell to the Lawsons, either in its bare configuration, or after completing a custom camper conversion on it. (Supra Martyn Decl., Ex C.) Lawson told Martyn that he had tried unsuccessfully to buy the van from its prior owner, and sought to re-purchase the van from Martyn for the same price Martyn had paid. Martyn declined but offered to

sell the van without conversion or improvements for \$28,000, or with a conversion for approximately \$10,000 more. (Supra Martyn Decl. at ¶¶ 5, 6.)

Purchase negotiations continued over the next few weeks, during which time the Lawsons became concerned that Martyn might sell the van to another buyer rather than continue negotiating with them over the many details of a possible camper conversion to their particular tastes. CP 289 (Martyn Decl. at ¶7). Consequently, the Lawsons agreed to purchase the van at Martyn's asking price (\$28,000), and to continue negotiating post-sale the terms of an agreement for conversion of the van to a camper at a future time. (The Lawsons also made arrangements to obtain bank financing equal to or greater than the purchase price of the van without conversion, but did not disclose the exact amount of that financing to Martyn prior to closing. CP 308 (Martyn Decl., Ex. F at ¶4).

Martyn drafted three documents: 1) a single-page Bill of Sale¹ for the sale of the vehicle in its unmodified condition; 2) a two-page Addendum² memorializing the status of the ongoing negotiations between them as to the contemplated post-sale conversion; and 3) a two-page Estimate of Camper Conversion Costs³ outlining by line-item entries the general scope of the improvements contemplated, listing Martyn's then-known hard costs for a some items,⁴ and estimating a lump sum amount of \$10,000 for the bulk of the unknown line-item costs and his expected profit. CP 317 (Estimate at 2). The parties discussed and made mutual revisions to the Estimate and Addendum between September 16 and 25, 2010, culminating in the Addendum executed on September 27, 2010 following the execution of the Bill of Sale and Martyn's conveyance of the unconverted van to Lawson for the agreed sum of \$28,000. (Supra Martyn Decl., Exs. D – H.)

¹ CP 313. A copy of this exhibit is attached as Appendix 1 to this brief.

² CP 314-315. A copy of this document is attached as Appendix 2 to this brief.

³ CP 316-317(the "Estimate"). A copy of this document is attached as Appendix 3 to this brief.

⁴ For example: the estimate lists Martyn's actual purchase cost of the van (\$23,000), and his cost of purchase for new front tires (\$410).

Following the sale of the van, the parties continued to negotiate towards agreement on the essential terms of the post-sale conversion of the van, as anticipated in the Addendum terms. During that time Lawson made changes to certain details of the conversion affecting the total cost. CP 319 (11/25/10 email from Martyn to Lawson, at ¶1). After months passed without the parties reaching substantive agreement, Lawson demanded that Martyn perform the camper conversion without any further agreement on the specifics of the design and without any firm price beyond the estimated total of the Estimate. Martyn declined to proceed until the parties could reach a firm, written agreement as to the specific design, material specifications and final price. Sometime thereafter, Lawson terminated the Addendum negotiations and demanded refund of a portion of the price paid under the Bill of Sale.

IV. PROCEEDINGS BELOW

Lawson sued in small claims court, alleging breach of contract. The small claims court ruled in Lawson's favor, and Martyn appealed to the Superior Court (CP 105-106), which in turn

affirmed the decision of the lower court. CP 19-28. Martyn filed a timely notice of appeal. CP 1-15.

V. ARGUMENT

A. Standard of Review

This appeal presents the Court with issues regarding the application of law to the undisputed facts. Questions of law are reviewed *de novo* by an appellate court. *Bartlett v. Betlach*, 136 Wn. App. 8 (2006).

B. The Addendum Does Not Form An Enforceable Agreement

It is well established in Washington jurisprudence that an agreement to do something which requires a further meeting of the minds of the parties, and without which it would not be complete, is unenforceable. *Keystone Land & Dev. Co. v. Xerox Corp.*, 152 Wn.2d 171, 180 (2004); *Badgett v. Security State Bank*, 116 Wn.2d 563, 574, P.2d 356 (1991) (citing *Sandeman v. Sayres*, 50 Wn.2d 542 (1957)); accord, *Wharf Restaurant, Inc. v. Port of Seattle*, 24 Wn. App. 601, 609, 605 P.2d 334 (1979); see also *Weldon v. Degan*, 86 Wash. 442, 150 Pac. 1184 (1915).

For a contract to exist, there must be a mutual intention or meeting of the minds on the essential terms of the agreement. *Saluteen-Maschersky v. Countrywide Funding Corp.*, 105 Wn. App. 846, 851, 22 P.3d 804 (2001) (quoting *McEachren v. Sherwood & Roberts, Inc.*, 36 Wn. App. 576, 579, 675 P.2d 1266, review denied, 101 Wn.2d 1010 (1984)). In looking for mutual assent, Washington courts do not consider the parties' subjective intent; rather, they construe intent by focusing on the agreement's *objective* manifestations. *Hearst Commc'ns, Inc. v. Seattle Times Co.*, 154 Wn.2d 493, 503, 115 P.3d 262 (2005). And the courts impute an intention corresponding to the reasonable meaning of the words used. *Hearst*, 154 Wn.2d at 503. Further, surrounding circumstances or other extrinsic evidence of the parties' intent may not be used to vary, contradict or modify the written word. *Hearst*, *id.* at 503-504. If an offer is so indefinite that a court cannot decide just what it means and fix exactly the legal liability of the parties, its acceptance cannot result in an enforceable agreement. *Sandeman*, 50 Wn.2d at 541.

In the instant case, there is no question as to the validity of the Bill of Sale. The central legal issue is whether, and to what

extent the agreement consummated in the Bill of Sale was modified by execution of the Addendum.

The plain subject matter of the Addendum was the contemplation of the parties that after the sale of the van under the Bill of Sale they would reach some further agreement whereby Martyn would convert the van to a camper according to a specific set of design plans and specifications, and for a particular price. (Addendum, at ¶1.) However, the parties expressly acknowledged that no agreement had yet been reached as to the particular design and specifications, (Id. at ¶¶1, 3) and that the actual price of the van, including conversion per plans yet to be agreed, was not yet certain, and subject to change from the estimated total of the Estimate (Id.).

“It is understood and agreed between the parties... The details of the specific improvements contemplated by the parties... may change based on the actual design and specifications which have not yet been completed....”

CP 314 (Addendum at ¶1).

“[S]ince the final design and specifications have not yet been finalized by buyer, it is understood that the total cost may vary from the Estimate.”

(Id. at ¶3).

There are no subsequent contract documents or any other agreements between the parties. The Lawsons testimony and exhibits confirm that of Martyn, to the effect that the parties never reached any further agreement as to any of these three essential elements which the Addendum left to future agreement: 1) design of the camper conversion, 2) specifications, and 3) total price of the van with conversion per the plans and specifications.

Lawson may wish to argue (as the trial court reasoned) that the Addendum "agreement" was sufficiently definite to form a binding contract for some conversion of the van, even if the vast majority of the details of the project were left to speculation (and likely disagreement. But the Estimate does not cure the indefiniteness of the Addendum – it *highlights* it.

The Estimate lists by line-item the general scope of the work which the parties contemplated comprising the conversion, and indicates that the parties contemplated that the conversion would include numerous items such as beds, sofa units, a galley, and general interior cabinetry and furniture "*per plans and specs*",

as well as the installation of plumbing and electrical systems and equipment. (Appendix 3 at 2).

Given the detailed negotiations about Lawson's conversion desires that preceded formation of the Addendum, and the clear language of paragraphs 1 and 3, Lawson's contention that the Estimate should cure the indefiniteness of the Addendum is entirely untenable and nonsensical. Moreover, such an interpretation of the document would render paragraphs 1 and 3 meaningless and surplusage. A court must examine the contract as a whole and not adopt an interpretation that renders a term absurd or meaningless. *Spectrum Glass Co. v. Pub. Util. Dist. No. 1 of Snohomish County*, 129 Wn. App. 303, 312, 119 P.3d 854 (2005). Surrounding circumstances or other extrinsic evidence of the parties' intent may not be used to vary, contradict or modify the written word. *Hearst*, id. at 503-504.

C. The Estimate Does Not Alter the Addendum Terms

The thrust of Lawson's argument at trial was that Martyn had breached the Addendum agreement by failing to timely commence and perform a post-sale conversion of the van under

the terms of the Addendum, despite Lawson's clear admission that parties never reached any agreement on the design, specifications or total price -- the essential terms on which the Addendum expressly awaited future agreement. By Lawson's reckoning, the Estimate provided sufficient detail to guide Martyn's work in the many details of conversion to Lawson's specific requirements and satisfaction,⁵ and formed a contract obligation to do so for no more than the total amount of the Estimate, even though the Estimate too relied on plans and specifications to be agreed in the future.⁶ Lawson further reckoned that since Martyn was unwilling to accept Lawson's new post-sale demands, that Lawson should be then be entitled to the benefit of Martyn's prior bargain in the van rather than of their own bargain with him. That is to say, Lawson reckoned that they were entitled to have the van for the \$23,000 price at which Martyn purchased the van from the prior owner rather than the \$28,000 price which Lawson

⁵ The Estimate references generally the construction of bed and sofa units, galley, cabinetry, furniture, upholstery, plumbing and lighting, all of which could be varied in an almost endless number of configurations which may or may not have satisfied Lawson.

⁶ "Install padding and carpeting on floor surfaces **per plans**... Install rough-in wiring for DC lighting **per plans**... Install rough-in supply piping for galley stove and cabin heat **per plans**... Construct and install interior cabinetry and furniture... **per plans and specs.**" Appendix 3 (Estimate)(emphasis added).

contracted and paid under the Bill of Sale, presumably to compensate Lawson for their unmet subjective desires in the ultimately-unsuccessful Addendum negotiation. The trial court⁷ apparently agreed with Lawson, basing its decision on the bare reasoning that the Estimate's line-item reference to Martyn's original purchase cost of the van at \$23,000 constituted sufficient evidence of an unconditional promise by Martyn to sell the van to Lawson for that price rather than the price stated in both the Bill of Sale and Addendum. CP 26 (1/11/12 Memorandum Decision on Small Claims Appeal at 8).

But the Estimate was just that and nothing more. It was simply an *estimate*, not a firm commitment. Neither the Estimate nor the Addendum stated any mutual intention that the line-items shown in the Estimate should supersede and control the Addendum or the Bill of Sale. Indeed, the Estimate was not even incorporated into the Addendum, but was merely referenced as a separate attachment expressly subject to change. (Addendum at ¶¶ 1, 3.)

⁷ Island County Superior Court (Hancock, J.).

Washington courts may consult extrinsic evidence of the circumstances under which the contract was made to aid interpretation, but not to show a party's unilateral intent, intent independent of the contract, or to contradict or modify the contract as it was written. *Hollis v. Garwall, Inc.*, 137 Wn.2d 683, 695, 974 P.2d 836 (1999). The express, written terms of the Addendum state plainly that the Estimate is not controlling. Moreover, the Addendum expressly states that the \$28,000 purchase price in the Bill of Sale is for the purchase of van without any improvements, and does not include any additional costs of post-sale conversion. Appendix 2(Addendum at ¶12).

The trial court's reasoning violated Washington's established rules of contract interpretation by inferring that Martyn's line-item reference in the Estimate to his original \$23,000 purchase cost in the van modified the plain terms of the Bill of Sale and Addendum, and formed an unconditional promise to sell the van to Lawson at a lower price than expressly agreed. The trial court's interpretation contradicts the express written intent of the Bill of Sale and Addendum, and would modify the Addendum to insert terms contrary to and outside the express purpose of that

proposed agreement, which was to further the parties desire to reach later agreement for a post-sale conversion at an *increased* total price.

Nothing in the Addendum (or in the Estimate) expressed any mutual intention of the parties to further contract to reduce Lawson's purchase price in the event that a post-sale conversion agreement was not eventually reached. The obvious absence of any clause addressing such a contingency does not invite judicial speculation that the parties might have intended to contract on the topic and then to craft a clause to fill the supposed gap, in contradiction of the clear wording of the parties' agreement.

In fact, the parties already contracted to their satisfaction regarding the possibility that their Addendum negotiations might not result in any actual post-sale conversion agreement, by agreeing upon and consummating the sale of the van without conversion for \$28,000 as expressly specified in both the Bill of Sale and the Addendum. To infer otherwise, whether by reference to the non-binding Estimate or to any other extrinsic evidence outside the terms of the contract, is manifestly improper. *Hollis*, *id.*

- D. Lawson cannot argue that they understood the documents as a whole to promise them the van for less than the price agreed in the Bill of Sale and Addendum

Lawson may argue that they were misled by the Estimate into believing that they would be paying no more than \$23,000 for the van itself, and not the \$28,000 price expressly agreed in the Bill of Sale and the Addendum, or alternately that Martyn orally promised them the van for the lower price notwithstanding their written agreement. But both contentions are utterly refuted by Mrs. Lawson's contemporaneous writing on this exact subject. In a private email sent to her husband several days before the closing (with the Bill of Sale, Addendum and Estimate already in hand), she wrote:

"Honey: We need to talk about this. I am not willing to finance and hand over \$28,000 before we make sure that there won't be a huge increase in the conversion cost. A rough estimate is just not sitting well with me... **Really, we have nothing legal from him at all at this point that guarantees he will even follow through with the conversion and not just sell us a cargo van for 28,000.**"

CP 354 (9/24/10 email from Rhiannon Lawson to Jason Lawson.)⁸

⁸ A copy of this email is attached as Appendix 4 to this brief.

There is no evidence in the record that Lawson ever disclosed to Martyn her misgivings as expressed in this communication. Indeed, Mrs. Lawson's testimony in small claims court was the exact opposite - that she specifically concealed those misgivings from Martyn out of her private concern that he might withdraw from their sales negotiations if she insisted that he commit to sell them the van alone for less than his \$28,000 price. CP 107 – 271 (6/22/12 Verbatim Report of Proceedings, Bench Trial, dated 5/12/11, at ___); see also CP 36 (12/23/11 Appellant's Trial Brief, at 5).

Thus, the record is clear that despite Mrs. Lawson's private misgivings, the Lawsons proceeded to purchase the van for the agreed sum of \$28,000 as stated in the Bill of Sale, and with the clear understanding and belief that the Addendum and Estimate had no effect on that price for the bare van without conversion.

E. Martyn did not breach the Addendum terms by awaiting agreement on essential missing terms

Lawson contends that Martyn breached the agreement of the Addendum by failing to timely commence and perform the

conversion under the terms of paragraph 5. But the preceding paragraphs 1 and 3 plainly required the parties to reach a future agreement on the design plans and specifications beyond the mere outline provided by the Estimate. Furthermore, even paragraph 5, on which Lawson relies, exempts Martyn from performance while "waiting for equipment or fixtures to be selected or provided by buyer". Appendix 2 (Addendum at ¶5). Since the parties had not reached any firm agreement on the design plans and specifications themselves, Lawson cannot credibly claim that all of the equipment and fixtures necessary for the conversion had already been selected, let alone provided.

The only reasonable interpretation of Addendum on this issue is that Martyn's duty to timely commence and complete the conversion was predicated and conditioned on the parties first reaching agreement on what exactly that conversion was intended to be. By the express wording of the Addendum, those details were not resolved by the Estimate, but required further agreement of the parties. Since the parties never reached further agreement Martyn cannot be deemed to have breached any duty under paragraph 5 of the Addendum.

VI. CONCLUSION

The written agreement between the parties was clear and unambiguous; the agreed and consummated price for the unconverted van was \$28,000 as stated in the Bill of Sale and Addendum. The Addendum's terms required the future agreement of the parties which never occurred, and so the Addendum is unenforceable. Even if it were enforceable, Martyn did not breach its terms by awaiting mutual agreement of design plans and specifications before proceeding with the conversion. Instead, the Addendum agreement (if any agreement was formed at all) was rendered void by Lawson's termination without any substantial effort to provide the necessary plans and specifications. Finally, the Estimate did not modify the agreement of the parties, but merely memorialized the general scope of the contemplated improvements which the parties intended would comprise the conversion, and on which the parties contemplated reaching future agreement. Since that contemplation did not reach fruition in a mutual agreement on the essential terms of the subject matter, the Addendum and Estimate are of no effect on the

purchase, and there is no just basis for refunding to Lawson any portion of the agreed purchase price of the van.

The Court of Appeals should reverse the trial court's rulings. The court should reverse the judgment for damages to Lawson and declare the Addendum void and unenforceable for failure of the parties to reach a meeting of the minds on essential terms. Appellant is entitled to his costs in this appeal.

Respectfully submitted this 30th day of October, 2012.



Anthony James Martyn
Appellant pro se

APPENDIX 1

APPENDIX 2

Addendum to Bill of Sale

Vehicle: 2007 Mercedes/Dodge Sprinter 3500
VIN No.: WD0PF145X75209713

This addendum modifies the Bill of Sale and agreement between Jim Martyn (Seller) and Jason and Rhiannon Lawson (Buyer) regarding the above motor vehicle. The parties now agree as follows:

1. It is understood and agreed between the parties that this purchase and sale is for the vehicle with certain added improvements and equipment to be installed by seller after the closing of the purchase of this vehicle by the buyer. The details of the specific improvements contemplated by the parties are contained in the attached Estimate of Camper Conversion Costs (the "Estimate"), which may change based on the actual design and specifications which have not yet been completed, and are therefore subject to change based upon the buyer's preferences.
2. It is explicitly agreed that the total cost of the finished van with all contemplated improvements will exceed the purchase amount stated on the Bill of Sale, and that the purchase price indicated on the Bill of Sale is solely for the purpose of buyer's financing for the purchase of the vehicle without the improvements.
3. Seller will use due diligence and good faith to keep the total costs within the budget stated in the Estimate. However, since the final design and specifications have not yet been finalized by buyer, it is understood that the total cost may vary from the Estimate. Nevertheless, it is agreed that the total cost may not exceed the Estimate by more than \$1,000 for any reason unless the parties have specifically agreed in writing prior to such change.
4. Buyer will promptly pay seller the balance due (the total cost less the funds paid upon purchase of the vehicle) upon seller's completion of the improvements. Until that balance is paid in full seller shall have a continuing lien interest in the vehicle, with all of the usual and customary lienholder's rights of a lender's or mechanic's lien. Upon final payment by buyer, seller shall promptly execute a Release of Interest to buyer.
5. Seller will commence improvements within two weeks of the date of sale of the vehicle to buyer, and will use due diligence and good faith to complete the improvements within 4 weeks after commencement, subject only to delays which may be incurred by

waiting for equipment or fixtures to be selected or provided by buyer.

6. Upon execution of the Bill of Sale, the legal ownership of the vehicle passes to buyer. Thereafter, buyer shall maintain and have in place suitable motor vehicle insurance for the vehicle, and seller shall have no liability for loss or damage to the vehicle of any nature except arising from intentional harmful acts of seller.
7. Buyer specifically authorizes seller to retain possession of the vehicle during the period of seller's work on improvements as contemplated in the Estimate, and to operate the vehicle for the purpose of conducting the improvements. Seller will not use the vehicle for any other purpose.
8. Buyer acknowledges that seller has disclosed and recommended to buyer that the following known items be addressed or repaired on the vehicle, and that buyer has elected to handle these items separate of this sale:
 - a. Cracked windshield;
 - b. Brake service;
 - c. Transmission fluid & filter service;
 - d. EGR system service.
9. It is understood and agreed that seller is not providing any warranties, but that the vehicle may still be covered by specific manufacturer warranties. Seller makes no representations as to the extent of such warranty coverage.
10. It is further understood that seller is neither a dealer of motor vehicles nor a manufacturer of recreational vehicles, but is simply an artist whose art is the creation of unique and unusual campers. This is a private agreement between the parties hereto and shall not be considered as commerce. The parties waive any application of Uniform Commercial Code to this agreement.

Agreed this _____ day of _____, 2010.

Seller:

Buyer:

Jim Martyn

By: _____

APPENDIX 3

ESTIMATE OF CAMPER CONVERSION COSTS

Prepared for Jason Lawson 9/23/10

ITEM DETAIL	AMT
<u>BASIC VAN</u>	
2007 Sprinter 3500 Van	\$ 23,000.00
New front tires to match rear	\$ 410.00
Replace damaged passenger side mirror	\$ 200.00
Cracked windshield (Buyer will replace later)	NA
Transmission Fluid & Filter Service (Buyer will do later)	NA
Brake Service (Buyer will do later)	NA
EGR Service (Buyer will do later)	NA
<u>SUBTOTAL VAN BEFORE CAMPER UPFIT</u>	<u>\$ 23,610.00</u>
 <u>CAMPER UPFIT</u>	
Install towing package (Class IV receiver, 7-pin trailer plug, electric trailer brake controller in cab) - DELETE	NA
<u>Install Seat Swivels on front passenger seat only</u>	<u>\$ 250.00</u>
<u>Install 80 Watt Solar Roof Panel with charge controller; connect to house battery bank</u>	<u>\$ 600.00</u>
 <u>Install tinted, openable rv window w/ screen at forward left panel</u>	<u>\$ 350.00</u>
<u>Install tinted, openable rv window w/ screen at forward right panel</u>	<u>\$ 350.00</u>
<u>Install Shurflo roof vent w/ variable speed fan over forward galley area</u>	<u>\$ 200.00</u>
 <u>Install Shurflo roof vent w/ variable speed fan over rear sleeping area</u>	<u>\$ 200.00</u>
<u>Install padding and carpeting on floor surfaces per plans</u>	<u>Incl.</u>
<u>Wire 110V AC power receptacles (6) w/ rough-in connection for inverter/charger unit</u>	<u>Incl.</u>
<u>Install rough-in wiring for shore power connection - DELETE</u>	<u>\$ (75.00)</u>
<u>Install rough-in wiring for DC lighting per plans (8 fixtures - supplied by client)</u>	<u>Incl.</u>
<u>Install DC power distribution panel (supplied by client) w/ rough-in wiring to house battery bank - DELETE (DC power on single 20 amp fuse to house battery bank)</u>	<u>\$ (100.00)</u>
<u>Install rough-in wiring for future audio-video connection from rear TV to in-dash stereo/DVD (a/v equipment by others) - DELETE</u>	<u>\$ (50.00)</u>
<u>Install frame-mounted LP tank under floor; install rough-in supply piping for galley stove and cabin heat per plans.</u>	<u>Incl.</u>
<u>Insulate walls and ceiling of van w/ fiberglass batts and expanding urethane foam spray</u>	<u>Incl.</u>

1/4" bamboo plywood wall and ceiling panels	Incl.
Construct and install interior cabinetry and furniture fabricated from 3/4" and 1/2" bamboo plywood per plans and specs	Incl.
Provide custom-sized foam cushions for bed and sofa units; basic upholstery	Incl.
Construct and install galley cabinet w/ solid-surface countertop; install sink and stove units supplied by client.	Incl.
Install under-counter portable 7-gal. fresh-water tank w/ 12v pressure pump & switch	Incl.
Install under-counter portable 7-gal grey-water tank; connect to galley sink.	Incl.
Install inverter/charger and house batteries as supplied by client	Incl.
Connect LP supply line to galley stove.	Incl.
Install cabin heater (supplied by client); connect to LP supply.	Incl.
Install hardware for privacy curtains front and rear (rods and curtains supplied by client)	Incl.
Subtotal labor and materials for build-out	\$ 10,000.00
 SUBTOTAL CAMPER UPFIT	 \$ 11,725.00
 TOTAL COST OF FINISHED CAMPER	 \$ 35,335.00

APPENDIX 4

Our sprinter conversion....

From: ***Jason Lawson*** (jasonmlawson@hotmail.com)

Sent: Fri 9/24/10 3:13 PM

To: jasonmlawson@hotmail.com

Honey:

We need to talk about this. I am not willing to finance and hand over 28,000 before we make sure that there won't be a huge increase in the conversion cost. A rough estimate is just not sitting well with me. I would like Jim to understand that we are very committed as long as the final cost comes within - say \$1000 - of the estimated cost. Also, that we don't want to commit to a 6 month conversion timeframe. We want to know that it will be ready by the beginning of December... or at least by the end of the year.

I don't mind risking \$500 for this process... but without something in writing that lays out a timeframe and a good-faith estimate that promises no steep increase to the final product, we cannot move forward in good conscious. Really, we have nothing legal from him at all at this point that guarantees he will even follow through with the conversion and not just sell us a cargo van for 28,000.

Could you possible tell him that we will move very quickly for him. If he wants to sit with us and draw up the plans TODAY even, we will hop on a boat. We would LOVE TO sign a contract and close on the deal with the bank on Monday. But really, the ball is in his court and he needs to give us whatever he needs us to complete so he can draw up a firm price.

I hope you are on the same page as me with this.

Love you, and talk to you soon!!

Rhi

From: ***Jason Lawson*** (jasonmlawson@hotmail.com)

Sent: Fri 9/24/10 3:13 PM

To: jasonmlawson@hotmail.com

Honey:

We need to talk about this. I am not willing to finance and hand over 28,000 before we make sure that there won't be a huge increase in the conversion cost. A rough estimate is just not sitting well with me. I would like Jim to understand that we are very committed as long as the final cost comes within - say \$1000 - of the estimated cost. Also, that we don't want to commit to a 6 month conversion timeframe. We want to know that it will be ready by the beginning of December... or at least by the end of the year.

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IN THE COURT OF APPEALS FOR THE STATE OF WASHINGTON
DIVISION ONE

<p>JASON and RHIANNON LAWSON, Plaintiffs – Respondents, vs. ANTHONY JAMES MARTYN, Defendant - Appellant.</p>	<p>NO. 68317-9-I DECLARATION OF SERVICE</p>
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Declarant states as follows under penalty of perjury under the laws of the State of Washington: I am over the age of eighteen years and competent to testify herein. I caused to be delivered copies of the following document(s) to the persons listed below, at their addresses of record shown below, on the dates and by the means below indicated:

• APPELLANT'S OPENING BRIEF

TO: Jason and Rhiannon Lawson, Pro Se
195 NW Bridle Ridge Place
Bremerton, WA 98311
jasonmlawson@hotmail.com
jasonandrhi@hotmail.com
 Via U.S. Mail 10/31/12
 Via Facsimile
 Via Hand Delivery
 Via Email 10/31/12 jasonmlawson@hotmail.com
jasonandrhi@hotmail.com

DATED this 31st day of October, 2012.



Anthony James Martyn
Appellant Pro Se

DECLARATION OF SERVICE

Anthony James Martyn, Pro Se
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tel: 360.672.4379
martyn.legal@gmail.com

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