

have been overflowing with raw sewage into the house, the bathroom stools cannot be flushed after a rain for at least two days, the washing machine cannot be used because the water will not go down the drain, the furnace has been drowned out for a day or more, and the odor of raw sewage in the yard is terrible.

IV.

That the Defendant deceived and failed to reveal to the Plaintiff the foregoing facts about said property in order to induce the Plaintiff to purchase said house and lot at 5 West Golden Strip Drive, Mauldin, S. C., in one or more of the following particulars, to-wit:

- 1) In that Defendant intentionally and falsely represented to the Plaintiff that the lot and residence located at said address had no flooding or sewage problems or water defects;
- 2) In that Defendant concealed and failed to disclose to the Plaintiff the existence of sub-surface water, and the nature of the sewage and the flooding problems of said lot and residence;
- 3) In that the Defendant knew, or should have known, the representations and concealment of said defects were material to the formation of the Contract of Sale referred to in Paragraph II above;
- 4) In that the representations and concealment were made by the Defendant with an intent to deceive the Plaintiff in order to induce the Plaintiff to purchase the said property;
- 5) In that the Plaintiff was unaware and uninformed of the falsity of the misrepresentations, and the facts, which were concealed from the Plaintiff, are and were latent conditions on the property, not apparent upon a reasonable examination of the property by the Plaintiff;
- 6) In that Defendant knew or should have known of the flooding by surface water and sub-surface water of the subject real estate; and
- 7) In that the Plaintiff lawfully, truthfully and rightfully relied to his detriment upon Defendant's false representations, in that Defendant had superior knowledge of the latent defects in said property, and the Plaintiff has suffered damages caused thereby since occupying said property on or about December 1, 1978.

V.

That the Plaintiff has tendered said real estate to the Defendant and demanded the return of the money paid down to the Defendant in the amount of about Four Thousand (\$4,000.00) Dollars, but the Defendant has refused to accept the return of the property and failed and refused, and continues to fail and refuse to return the money paid him and the damages suffered by the Plaintiff as set forth above;