

VIRGINIA:

BEFORE THE TENTH DISTRICT COMMITTEE, SECTION I
OF THE VIRGINIA STATE BAR

IN THE MATTER OF
EDGAR HAMPTON DEHART, JR.

VSB Docket No. 04-101-3621

DISTRICT COMMITTEE DETERMINATION
(PUBLIC REPRIMAND)

On November 4, 2005, a hearing in this matter was held before a duly convened Tenth District Committee, Section I, panel consisting of Charles Roscoe Beller, III, Esq., Chair Presiding; Max Jenkins, Esq.; Frederick Marlin Kellerman, Jr., Esq.; Hugh G. Campbell, Jr., Esq.; Barbara Lou Rich Long, Esq; and Dean Ray Manor, Esq. Without objection from Respondent, the Committee proceeded with the hearing without a lay member pursuant to Part 6, Section IV, Paragraph 13.B.2.b.3.

Respondent appeared in person *pro se*. Scott Kulp appeared as counsel for the Virginia State Bar.

Pursuant to Part 6, Section IV, Paragraph 13.H.2.1.2.d of the Rules of the Virginia Supreme Court, the Tenth District Committee, Section I, of the Virginia State Bar hereby serves upon the Respondent the following Public Reprimand:

I. Findings Of Fact

1. At all times relevant to this matter, Respondent Edgar Hampton DeHart, Jr. (hereinafter "the Respondent") was an attorney licensed to practice law in the Commonwealth of Virginia.

2. Complainant Nancy D. Montgomery-Salcido (hereinafter "Complainant") purchased a mobile home from Pilot Homes on September 1, 1994 for just over \$19,000.

3. Complainant claimed that the home had problems that Pilot Homes would not fix. She met with the Respondent on or about March 22, 1995, and he agreed to take her case against Pilot Homes.

4. Thereafter, Complainant met with the Respondent on several occasions in an attempt to ensure that the Respondent filed a warrant-in-debt before September 1995 so as not to run afoul of the limitation for filing a breach of contract action set forth in the purchase contract.

5. On or about September 19, 1995, Complainant met with the Respondent. The Respondent informed Complainant that she did not have a case because he believed that she had waived her warranty.

6. Notwithstanding, Complainant determined that a lawsuit could be filed against the manufacturer of the mobile home up to four years after purchase.

7. The Respondent filed a Warrant-in-Debt in Carroll County General District Court on October 31, 1996 against Clayton Homes (the manufacturer) and against Pilot Homes for \$8,000.

8. The general district court hearing set for Jan. 15, 1997 was reset for February 19, 1997, and again postponed for March 19, 1997.

9. After the hearing on March 19, 1997, the district court dismissed the matter on the defendants' motion for plea of the statute of limitations.

10. Respondent appealed the March 19, 1997 dismissal on Complainant's behalf to the Carroll County Circuit Court.

11. By letter to the Carroll County Circuit Court Clerk, the Respondent confirmed that the Motions hearing originally scheduled for July 9, 1997 was rescheduled to August 14, 1997.

12. There is no record that the August 14, 1997 Motions hearing ever occurred.

13. On or about July 27, 1999, the Deputy Clerk of Carroll County Circuit Court sent the Respondent a letter advising him that Complainant's case would be dismissed because it had been pending more than two years and no proceeding had been taken except to continue it.

14. On or about August 12, 1999, the Respondent sent a letter to the Court Clerk, requesting that pursuant to Va. Code § 8.01-335 the case remain on the active docket, stating: "It is my understanding that Ms. Salcido is attempting to resolve the issues and controversy directly with Clayton Homes." The Complainant denied this statement, contending instead that Respondent was handling all aspects of the case.

15. On or about July 26, 2000, the Clerk's office sent the Respondent another letter stating that the case would be dismissed pursuant to Va. Code § 8.01-335 on August 21, 2000 because it had been pending without substantive activity for more than two years, unless by said date there was a showing as to why it should be retained on the docket.

16. On or about August 21, 2000, the Carroll County Circuit Court, by order, struck the case from the docket pursuant to Va. Code § 8.01-335.

17. The Respondent represented to Complainant that he would try to get the matter back on the court's docket, but if not, he would buy Complainant's mobile home.

18. By handwritten note, the Respondent agreed to pay Complainant \$35,000 for Complainant's mobile home.

19. By three checks in August 2001, the Respondent has paid Complainant a total of \$11,000.

II. Nature Of Misconduct

RULE 1.3 Diligence

(a) A lawyer shall act with reasonable diligence and promptness in representing a client.

RULE 1.4 Communication

(a) A lawyer shall keep a client reasonably informed about the status of a matter and promptly comply with reasonable requests for information.

(b) A lawyer shall explain a matter to the extent reasonably necessary to permit the client to make informed decisions regarding the representation.

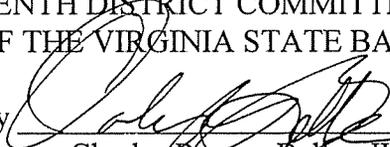
III. Public Reprimand

Accordingly, it is the decision of the Tenth District Committee, Section I, to impose a Public Reprimand and the Respondent is hereby so reprimanded.

Pursuant to Part Six, Section IV, Paragraph 13.B.8.c.1 of the Rules of the Virginia Supreme Court, the Clerk of the Disciplinary System shall assess costs.

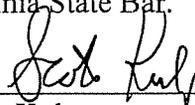
TENTH DISTRICT COMMITTEE, SECTION I
OF THE VIRGINIA STATE BAR

By


Charles Rescoe Beller, III, Chair

CERTIFICATE OF SERVICE

I certify that on 2nd day of December, 2005, I mailed by Certified Mail, Return Receipt Requested, a true copy of the District Committee Determination (Public Reprimand) to Edgar Hampton DeHart, Jr., Respondent, at P.O. Box 1613, Galax, VA 24333, Respondent's last address of record with the Virginia State Bar.


Scott Kulp
Assistant Bar Counsel