

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT
 COUNTY OF CHARLESTON)
)
 RICHARD A. SISCO and DEBORAH L.) CASE NO.: 2018-CP-10-4724
 SISCO,)
)
 Plaintiffs,)
)
 v.)
)
 IMPERIAL DOCKS BY DESIGN, INC.,)
)
 Defendant.)

ORDER DENYING MOTION TO RECONSIDER

STATE OF SOUTH CAROLINA)
)
 COUNTY OF CHARLESTON)
)
 IMPERIAL DOCKS BY DESIGN, INC.)
 (License No. 110182),)
)
 Plaintiff,)
)
 v.)
)
 RICHARD A. SISCO and JP MORGAN)
 CHASE BANK, N.A.,)
)
 Defendants.)

RECEIVED
Aug 30 2022
SC Court of Appeals

This matter came before the Court pursuant to Plaintiff Siscos' Motion to Reconsider, filed December 17, 2021. A hearing on the motion was held on March 15, 2022 at which Capers Barr III, Esq. appeared with the Sisco Plaintiffs and William Tinkler, Esq. for the Defendant.

The first issue raised at the hearing was which party first breached the contract. After reviewing the testimony and evidence presented at trial, I find the Plaintiffs first breached the contract by ordering the Defendant to vacate the premises. Plaintiff Sisco demanded the

Defendant to “stay off [Plaintiff’s] property” on April 10, 2018. Thus, the Plaintiffs first breached the contract. Evidence presented at trial, including parol evidence, established that there was no obligation on Defendant’s part to provide a letter critiquing the prior dock contractor’s work. Defendant’s refusal to provide the letter demanded by the Plaintiffs does not constitute a material breach of the Defendant’s contractual obligations.

The second issue addressed at the hearing was how many times the Defendant had been ordered to cease work on the property or to leave the worksite by the Plaintiff. I find that the Plaintiff had directed the Defendant to stop performing work via email on four separate occasions: December 17, 2017, January 16, 2018, February 21, 2018, and on April 8, 2018.

Therefore, it is ORDERED that Plaintiff Siscos’ Motion to Reconsider is denied. Accordingly, Defendant is entitled to judgment in the sum of \$14,050.05 as a result of the breach of contract. Additionally, Defendant is entitled to the payment of attorney’s fees and costs, to be submitted by affidavit to the Court, which shall review them under the *Glasscock* factors.

It is ORDERED!

_____, 2022

Mikell R. Scarborough
Master-in-Equity, Charleston County



Charleston Common Pleas

Case Caption: Richard A Sisco , plaintiff, et al VS Imperial Docks By Design Inc ,
defendant, et al
Case Number: 2018CP1004724
Type: Master/Order/Other

So Ordered

s/Mikell R. Scarborough 3062