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May 15 2023

SC Court of Appeals

STATE OF SOUTH CAROLINA
 COUNTY OF CHARLESTON
 IN THE COURT OF COMMON PLEAS

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 2019-CP-10-06415

Ganesh Garden, LLC

Dr. Allan Rashford, Gloria Rashford and

PLAINTIFF(S)

Allan A. Rashford, MD, P.A.
 DEFENDANT(S)

Submitted by: J. Chris Lanning 12-A Carriage Lane Charleston, SC 29407	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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- DISPOSITION TYPE (CHECK ONE)**
- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
 - DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
 - ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other
 - ACTION STRICKEN (CHECK REASON):** Rule 40(j), SCRPC; Bankruptcy; Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other
 - STAYED DUE TO BANKRUPTCY**
 - DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Ganesh Garden, LLC	Dr. Allan Rashford, Gloria Rashford and Allan A. Rashford MD, P.A.	\$54,465.32

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recover the amount of the loss. See Sturin & Stern Assocs. v. Timmons, 310 S.C. 250, 423 S.E.2d 124 (1992); Manning v. City of Columbia, 297 S.C. 451, 377 S.E.2d 335 (1989); and Goodwin v. Hilton Head Co., 273 S.C. 758, 259 S.E.2d 611 (1979). In this instance, Plaintiff incurred damages because Defendants failed to make the monthly rental payments. In addition, Plaintiff is entitled to late fees for nonpayment of rent, its attorney's fees and costs.

I find Defendants owe Plaintiff \$50,425.00 for nonpayment of the monthly rental payments, late fees and bank charges from January 2019 through July 2019.

I find Plaintiff's attorney fees in the amount of \$3,780.00 are reasonable and necessary in collection of the unpaid rent. I also find Defendants owe Plaintiff this amount for its attorney's fees.

I find Defendants owe Plaintiff \$260.32 for the costs it incurred in collection of the unpaid rent.

I find the total amount Defendants owe Plaintiff is \$54,465.32.

ORDERS

IT IS THEREFORE ORDERED, that judgment is entered against Defendants in the amount of \$54,465.32;

AND IT IS SO ORDERED!

[Judge's Signature Page to Follow]



Charleston Common Pleas

Case Caption: Ganesh Garden Llc VS Allan A Rashford , defendant, et al
Case Number: 2019CP1006415
Type: Order/Judgment and Form 4

It is so Ordered.

s/ R. Keith Kelly - 2165

Electronically signed on 2023-04-19 15:56:50 page 6 of 8

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Ganesh Garden, LLC	Dr. Allan Rashford, Gloria Rashford and Allan A. Rashford MD, P.A.	\$54,465.32

335 (1989); and Goodwin v. Hilton Head Co., 273 S.C. 758, 259 S.E.2d 611 (1979).

CONCLUSIONS OF LAW

Plaintiff filed a Complaint with the Court requesting to be compensated for the damages it sustained as a result of Defendants' breach of the Lease Agreement. A contract is an obligation between parties manifested by written words or orally. A contract exists where there is an agreement between two or more persons upon sufficient consideration either to do or not to do a particular act. See Player v. Chandler, 299 S.C. 101, 382 S.E.2d 891 (1989); Edens v. Laurel Hill, Inc., 271 S.C. 360, 247 S.E.2d 434 (1978); and Gaskins v. Blue Cross-Blue Shield, 271 S.C. 101, 245 S.E.2d 598 (1978). In this instance, a contract and agreement existed between Plaintiff and Defendants. Defendants agreed to pay a monthly rental amount to Plaintiff in the amount of \$6,500.00 to rent the property located at 2049 Savannah Highway, Unit 60, Charleston, SC. Defendants and Plaintiff also agreed that Defendants would pay a single late fee of \$100.00 if the rent payment was not received after the 5th of each month and a \$25.00 per day late fee if the rent payment was not received after the 7th of each month. The Lease Agreement set forth that Plaintiff could recover reasonable attorney fees and costs for collection of rent.

Plaintiff provided a unit for Defendants to rent. Defendants failed to pay the rental amount from January 2019 – July 2019 and were evicted. By failing to make the monthly rental payments to Plaintiff, Defendants breached the Lease Agreement. A "breach," as it applies to contracts, is defined as a failure without legal excuse to perform any promise which forms a whole or part of a contract. See Tillinghast v. Boston & Port Royal Lumber Co., 39 S.C. 484, 18 S.E.2d 120 (1893); Restatement (Second) of Contracts § 235 (1981).

The damages recoverable for a breach of contract are those which follow as a natural consequence of the breach. A party who has been injured by the breach of contract is entitled to

public street or throw it away. Plaintiff informed Defendants they had 30 days to remove their personal property from the unit. Defendants failed to remove their personal property within the 30 days. In February 2020 Defendants removed their personal property from the unit.

The total amount due and owing by Defendants for rent, late fees and bank fees from January 2019 through July 2019 is \$50,425.00. Plaintiff has incurred attorney fees in the amount of \$3,780.00 and costs in the amount of \$260.32 in collection of the unpaid rent.

The total amount Defendants owe to Plaintiff is \$54,465.32.

REVIEW OF APPLICABLE LAW

A. Breach of Contract

A contract is an obligation which arises from actual agreement of the parties manifested by written words or orally. A contract exists where there is an agreement between two or more persons upon sufficient consideration either to do or not to do a particular act. See Player v. Chandler, 299 S.C. 101, 382 S.E.2d 891 (1989); Edens v. Laurel Hill, Inc., 271 S.C. 360, 247 S.E.2d 434 (1978); and Gaskins v. Blue Cross-Blue Shield, 271 S.C. 101, 245 S.E.2d 598 (1978). The word "breach," as it applies to contracts, is defined as a failure without legal excuse to perform any promise which forms a whole or part of a contract. When performance of a duty under a contract is due, any nonperformance is a breach. See Tillinghast v. Boston & Port Royal Lumber Co., 39 S.C. 484, 13 S.E.2d 120 (1893); Restatement (Second) of Contracts § 235 (1981).

The damages recoverable for a breach of contract are those which follow as a natural consequence of the breach. A party who has been injured by the breach of contract is entitled to recover the amount of the loss. The non-breaching party is to be placed in the same position he would have occupied if the contract had been performed. See Stern & Stern Assocs. v. Timmons, 310 S.C. 250, 423 S.E.2d 124 (1992); Manning v. City of Columbia, 297 S.C. 451, 377 S.E.2d

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Fax

FROM: Allan Rashford MDPFA

TO: The South Carolina Court of Appeals

FAX: (803) 734-1839

PAGES: 14

PHONE: (803) 734-1890

DATE: 5/15/2023

RE: allan Rashford - Appellate Case No. 2023-000729

CC: _____

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