

STATEMENT OF ISSUES ON APPEAL

STATEMENT OF THE CASE

1. Failure to Serve Properly

Standard of Review, Clearly Erroneous

Between August 3 – August 31, 2020, Due diligence of failure to Properly serve Mr. Shier at his home or business. Mr. Shier has lived In Charleston at 1956 & 1954 Dulsey Rd. since 1986- 2022 or 36 years.

Court transcript dated June 9, 2021

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2. Failure to Complete Job in a Timely Manner

Standard Of Review, Clearly Erroneous

On the issue of failure to complete job in a timely manner; I was on the job every day including Saturdays until Mr. Henricksen refused to pay me \$2,026.00 for extra work on pantry & sheet rock, after he agreed to. Mr. Henricksen put tools outside & changed locks, refused to let me complete job. Completed all work except island door & trim which was

on order. Mr. Henricksen agreed to help me when I needed help, this did not happen.

3. Cost to tile backsplash

Standard of Review

The cost to tile 33 sq. ft. of subway white- 3" X 6" backsplash would have been \$23.40 sq. ft. including labor which would be \$23.40 times 33 = \$772.20

4. Cost to replace cabinet doors to glass doors

Standard of Review

The cost to replace cabinet doors on existing cabinet would be 2 times 135.00 per door = \$270.00 + freight \$65.00 for a total of \$335.00. Mr. Henricksen never mentioned he wanted a glass door on north wall cabinet. The corner pantry was finished & inspected by Mr. Henricksen. I also added 2 extra shelves & repaired ceiling where he moved light fixture.

5. Island Completion

Standard of Review

The island trim & door was scheduled to be installed when delivered. Cost to finish was \$539.28, total cost to finish job including items not invoiced or paid for would have been \$1646.20 The cost estimate from Mr. Henriksen was \$6958.00 a difference of \$5311.80. There were no estimates or bills for this work. I do not know how Mr. Henriksen came up with these numbers.

Table of Contents

1. Cost estimate from Google
2. Conclusion
3. Edgewater Kitchens Complaint & Response, all pages
4. Edgewater Kitchens invoice
5. In The Court of Common Pleas Civil Action Cover sheet 2020 – cp- 10 – 5405, State of South Carolina, County of Charleston Magnus E. Shier III, Plaintiff Vs, Danny D. Henriksen, Defendant.
6. State of South Carolina, County of Charleston, The Court of Common Pleas docket No. 2020-CP-10-5405
7. The State of South Carolina, County of Charleston in the magistrate's court case # 2020CV1011501116
8. State of South Carolina, County of Charleston, In the Small Claims Court form C32-5270, Form MV65-1-2-3 letter to court from Mr. Henriksen
9. State of South Carolina, County of Charleston. In the Small Claims Court, Form C32 – 5270, Form MV 65 – 1, Form MV 65 – 2, Form MV 65 -3, Letter to Court

MSJ

from Mr. Henriksen, form MV17, exhibit MV18,
exhibit MV 19.

- 10. Statement of Issues on appeal
- 11. Statement of the Case

Submitted by Magnus Shier
1954 Dulsey Rd.
Charleston, SC 29407

mw

Standard of Review

Clearly Erroneous

Conclusion

Due to the fact, failure to properly serve Magnus E. Shier at his home or business. Between August 3 – August 31, 2020, Due diligence of failure to Properly serve Mr. Shier at his home or business. Mr. Shier has lived In Charleston at 1956 & 1954 Dulsey Rd. since 1986- 2022 for 36 years. Server stated that property at 1956 Dulsey Rd. was a vacant lot. See 2020CV1011501116 Civil Case number under affidavit of service MV 65-1 on August 7, 2020, paperwork incomplete. Document MV 65-2 September 21, 2020 Paperwork incomplete. Document MV 65-3 September 21, 2020. The day is written over as 20 or 23 October, 2021 and the Small Claims Court Document is dated September 21, 2020, which is before October 20-23, 2020 the date Courtney Powell notarized the document MV65-3. Filed with North Area Small Claims Court September 21, 2020. The document was notarized on October 20/23, 2020. There is a 30-day difference between the date it was signed and the date it was notarized. The fact there is no invoice or estimate for work Mr. Henriksen claims was not completed. The cost for Edgewater Kitchens to complete the job was \$1,646.20. Mr. Henriksen claimed it would cost \$6958.00. The difference is \$5,311.80.

M

FORM 7
PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
Court of Appeals

APPEAL FROM Charleston County
Court of Common Pleas

The Honorable Jennifer B Mccoy

Honorable Judge

Case No. 2021-001064

Danny D. Henrikson

Respondent,

v.

Magnus E. Shier DbA Edgewater
Kitchens

Appellant.

RECEIVED

SEP 12 2022

SC Court of Appeals

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Danny L. Henrikson by depositing a copy of it in the United States Mail, postage prepaid, on August 5, 2022, addressed to his address on 322 Cabell Street, Charleston, SC 29407

August 5, 2022

Magnus E. Shier
2487 Ashley River Rd
Charleston, SC 29414
Appellant
843 364 3700