

# The Supreme Court of South Carolina

Ashley II of Charleston, L.L.C., Plaintiff,

v.

PCS Nitrogen, Inc., Third-Party Plaintiff,

v.

Ross Development Corporation; Koninklijke DSM N.V.;  
DSM Chemicals of North America, Inc; James H.  
Holcombe; J. Holcombe Enterprises, L.P.; J. Henry Fair,  
Jr.; Allwaste Tank Cleaning, Inc.; Robin Hood Container  
Express; and the City of Charleston, Third-Party  
Defendants.

Appellate Case No. 2013-001766

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## ORDER

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Pursuant to Rule 244 of the South Carolina Appellate Court Rules (SCACR), the Court will answer the following question certified to this Court by order of the Honorable Margaret B. Seymour, Senior United States District Judge for the District of South Carolina, Charleston Division:

Does the rule that a contract of indemnity will not be construed to indemnify the indemnitee against losses resulting from its own negligent acts, unless such intention is expressed in clear and unequivocal terms, apply when the indemnitee seeks contractual indemnification for costs and expenses resulting in part from its own strict liability acts?

The parties shall proceed to serve and file briefs as provided by Rule 244(d), SCACR. Rule 244 does not provide for the filing of initial briefs; therefore, only final briefs should be filed in this matter.

  
FOR THE COURT C.J.

Columbia, South Carolina

October 2, 2013

cc:

Christy Ford Allen  
John A. Massalon  
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Robert Bryan Barnes  
Thomas McRoy Shelley, III  
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Amy Elizabeth Melvin  
Timothy W. Bouch  
Jason Scott Luck  
John Page Seibels, Jr.  
Wendy Wilkie Parker  
Carmen G. McLean  
John Buchanan Williams  
Kevin P. Holewinski  
Michael Howard Ginsberg  
Sandra Kaczmarczyk  
William G. Laxton, Jr.  
The Honorable Margaret B. Seymour  
Mary E. Deal