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June 22, 2012

VIA HAND DELIVERY

The Honorable Jenny A. Kitchings
Clerk, S.C. Court of Appeals
1015 Sumter St.
Columbia, SC 29201

Re: Howard Hammer v. Shirley Hammer
Appellate Case No. 2010-164067

Dear Ms. Kitchings:

We filed and served Appellant's Petition for Reconsideration in the above-referenced matter on June 21, 2012. On page 2, first full paragraph of the Petition we stated:

“[See TR p.174 setting forth that contract is enforceable under law. For this to have meaning the Parties would necessarily retain the right to jury trial which could only be afforded in **Family Court.**] (Emphasis Added)”

Please note that the court referred to should have been Circuit Court, and not Family Court as stated in the paragraph. Accordingly, the sentence should have been as follows:

“[See TR p.174 setting forth that contract is enforceable under law. For this to have meaning the Parties would necessarily retain the right to jury trial which could only be afforded in **Circuit Court.**] (Emphasis Added)”

If you have any question please let me know. Thank you for your attention to this matter.

Very truly yours,



Susan Batten Lipscomb

cc: Desa Ballard, Esquire
Stephanie Weissenstein, Esquire

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