

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2013-CP-10-4560

Norman Robert Knight

Companion Property and Casualty Insurance Co.
of South Carolina

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: JUDGE	Attorney for Plaintiff <input type="checkbox"/>
	Defendant <input type="checkbox"/> Self-Represented Litigant <input type="checkbox"/>

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.
- ACTION DISMISSED (CHECK REASON): Rule 12(b), SCRPC; Rule 41, 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 _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX): Affirmed; Reversed; Remanded; Other _____

2013 OCT 18 AM 9:35
 FILED
 BY JULIE J ARMSTRONG
 CLERK OF COURT

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: This matter came before the court on October 16, 2013 on Defendants' Motion to Dismiss. Defense counsel presented three grounds for dismissal: res judicata, Plaintiff's lack of standing, and on the grounds a principal may not sue a surety in tort for bad faith or refusal to pay an obligee under a bond.

Because Plaintiff's claims arise out of the same transaction or occurrence that was the subject of the Atlantic Electric case heard and decided by Judge Gergel of the United States District Court, res judicata is an appropriate ground for dismissal.

Plaintiff also lacks standing to bring this suit. Any such claims must be brought by Construction Group, LLC, and not by an individual. One not in privity of contract with another cannot maintain an action against him in breach of contract, and any damage resulting from the breach of a contract between the defendant and a third party is not, as such, recoverable by the plaintiff. Hammond Const. Co. v Banks Const. Co., 312 S.C. 422, 424 (Ct. App. 1994). In this case, Mr. Knight is bringing suit as an individual and not on behalf of Construction Group, LLC.

Finally, a principal cannot maintain a suit against a surety for its own default. Masterclean, Inc. v. Star Ins. Co., 347 S.C. 405 (2001). Per Mastercraft, neither the Plaintiff nor his company, Construction Group, may maintain a suit against the surety or its attorneys for acting in bad faith, which is what Plaintiff is attempting to do in this present action.

For the above stated reasons, Defendant's Motion to Dismiss is granted.

Order Information

This order ends does not end the case.

Additional Information for the Clerk : _____

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SC COURT OF APPEALS

Complete if judgment requires payment of a sum of money or affects title to real or personal property			
JUDGMENT AGAINST PLAINTIFF:		JUDGMENT AGAINST DEFENDANT:	
Judgment Amount	\$ _____	Judgment Amount	\$ _____
Taxable Costs	\$ _____	Taxable Costs	\$ _____

Attorney's Fees	\$ _____	Attorney's Fees	\$ _____
Interest	\$ _____	Interest	\$ _____
Other:	\$ _____	Other:	\$ _____
Total Amount to be Enrolled:	\$ _____	Total Amount to be Enrolled:	\$ _____

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interests or costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Fuller
2159
October 16, 2013

Circuit Court Judge
Judge Code
Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20__ and a copy mailed first class this day of _____, 20__ to attorneys of record or to parties (when appearing pro se) as follows:

Norman Robert Knight (Pro Se)
Theodore Luke Manos

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

JULIE J. ARMSTRONG
CLERK OF COURT, C.P. & G.S.
100 BROAD STREET, SUITE 106
CHARLESTON, SC 29401-2258
RETURN SERVICE REQUESTED



www3.charlestoncounty.org

8



NORMAN ROBERT KNIGHT
3940 HOTTINGER AVE
NORTH CHARLESTON SC 29405-7018

NOTICE OF ENTRY OF JUDGMENT/ORDER PURSUANT TO RULE 77 SCRPC

Order-plntff's mot for reconsideration is denied

CASE NO: 2013CP1004560

Norman Robert Knight VS Companion Property and Casualty Insurance Company of South C

This judgment was entered on the 02th day of December, 2013, and a copy mailed first class on Wednesday, December 04, 2013, to all counsel of record and/or all parties entitled to receive notice.

You may view and download this document at www3.charlestoncounty.org.

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B. Knight

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