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January 6, 2014

The Honorable Jenny Abbott Kitchings
Clerk
South Carolina Court of Appeals
Post Office Box 11629
Columbia, SC 29211

RECEIVED

JAN 10 2014

SC Court of Appeals

Re: The Callawassie Island Members Club, Inc. v. Arthur H. Applegate
Case Tracking No.: 2013-001812
Our File No.: 10809 4 SPH

Dear Ms. Kitchings:

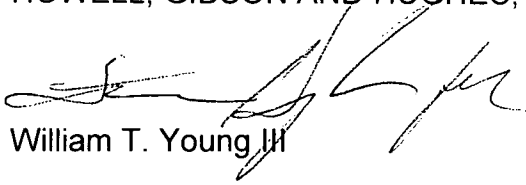
Within his reply brief, the Appellant brings to my attention the inadvertent omission of pertinent and significant authority from the Respondent's initial brief. Therefore, pursuant to Rule 208(b)(7), SCACR, I would respectfully advise the Court of the Respondent's intention to rely upon ESA Services, LLC v. South Carolina Dept. of Revenue, 392 S.C. 11, 707 S.E.2d 431 (Ct. App. 2011), at page 8 of the Respondent's initial brief, within the following paragraph at the designated notations:

Accordingly, in a contract dispute, if the contract is determined to be unambiguous, there is no triable issue of fact for a jury. [Citation]. Correspondingly, the court itself is required to interpret the contract and apply the plain and ordinary meaning of its terms. [Citation]. Even though the matter may arise out of a contractual dispute, and is therefore an action at law, a jury trial is not appropriate when the contract is unambiguous.

I will see that this authority is properly cited within the final brief, and apologize for any confusion this omission may have caused. By copy to all counsel, I have advised them of this supplemental citation. Finally, if you require anything further, please let me know.

Yours truly,

HOWELL, GIBSON AND HUGHES, P.A.

A handwritten signature in black ink, appearing to read 'William T. Young III', written over a light blue horizontal line.

William T. Young III

WTY/

cc: Jennifer I. Campbell, Esq.
Ehrick K. Haight, Jr., Esq.
Brian D. McDaniel, Esq.

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