

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

ORDER

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
Wm. Howell Morrison
George Trenholm Walker
Robert Bryan Barnes
Thomas McRoy Shelley, III
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Daniel Francis Blanchard, III
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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