

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS

Civil Action No. 2010 CP 40-8155

Howard Nankin and Nancy Nankin,)
)
Plaintiffs,)

vs.)

Donald M. Danford d/b/a Don Danford)
Interiors,)
)
Defendant.)

Donald M. Danford d/b/a Don Danford)
Interiors,)
)
Third Party Plaintiff,)

vs.)

Jeff Stahl,)
)
Third Party Defendant.)

**ORDER DENYING PLAINTIFFS' RULE
59(e) MOTION**

FILED
2014 JAN 23 PM 12:58
CLERK OF COURT
C.C.P. & G.S.

This matter is before the Court for consideration of the Plaintiff's Rule 59(e) Motion to alter or amend this Court's Order of April 18, 2013. Having considered the briefs submitted by counsel, I have concluded that the Motion is without merit and deny it.

When this matter was tried before me as a non-jury matter, the principal witnesses were Howard Nankin, one of the plaintiffs, and Don M. Danford, the Defendant. As with all witnesses, the Court was able to observe their demeanor in an effort to fully grasp the scope of the dispute. As concluded in my initial Order deciding the case, the parties had a contract which the Defendant failed to perform, but the

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Plaintiffs' effort to convince the Court that it was more than just a contract claim failed. In fact, it was apparent that the relationship between Plaintiffs and Defendant started with Defendant serving simply as an interior designer which was his business and experience. The Court found that, as suggested by the Plaintiffs, the relationship between the parties had evolved from the simple interior design assistance to that of serving as a de facto contractor for the renovation of a bathroom. However, Defendant failed to perform the work which Plaintiffs requested in a timely or workmanlike manner.

The defects in the work which the Court found were simply a failure to achieve the quality of work which the Plaintiffs were entitled to receive. These items included such matters as uneven grout, a ledge at the shower door, the bathtub jets not functioning and, in general, poor workmanship, which resulted in a bathroom which was visually displeasing to the Plaintiffs. The Court concluded at that time that each of these shortcomings were simply failures to comply with the contract terms, not some standards set by law. The Court simply reaffirms its opinions stated in the Order of April 18, 2013 that the dispute is no more than a contract dispute.

The same rationale continues to apply to the rejection of the Plaintiffs' claim under the South Carolina Unfair Trade Practices Act. I concluded and reaffirm that this was simply a private contractual matter between Plaintiffs and Defendant which did not rise to the stature of affecting the public interest. While there was testimony about two other customers which Defendant had served in a somewhat similar manner, it was my conclusion that this did not rise to the level of "potential for repetition" as contemplated under the UTPA.

While the Plaintiffs' arguments at trial were primarily directed to the contract claim and the unfair trade practices claim, they also asserted claims for negligent misrepresentation and fraud, but I concluded that their proof of those claims had failed in several respects. The Defendant's communications with the Plaintiffs in an effort to appease them and regarding the employment of a tile setter who was a family friend of Plaintiff Nankin and her children, were lax and not what might have been sufficient to avoid the misunderstandings which resulted, but Plaintiffs failed to convince the Court that these amounted to misrepresentations made to mislead or that any of the other requirements for supporting such claims were met.

WHEREFORE, having considered these matters again, the Court is still convinced that this was simply a contract dispute and that the Plaintiffs' Motion to alter or amend the Order of April 18, 2013 is without merit and should be denied.



Edgar W. Dickson, Fifth Judicial Circuit

Orangeburg, South Carolina

January 17, 2014

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 Howard Nankin and Nancy Nankin,)
)
 Plaintiffs,)
)
 vs.)
)
 Donald M. Danford d/b/a Don Danford)
 Interiors,)
)
 Defendant.)
)
 Donald M. Danford d/b/a Don Danford)
 Interiors,)
)
 Third Party Plaintiff,)
)
 vs.)
)
 Jeff Stahl,)
)
 Third Party Defendant.)

IN THE COURT OF COMMON PLEAS
 Civil Action No. 2010 CP 40-8155

CERTIFICATE OF SERVICE
 2014 JAN 23 PM 12:58
 FILED
 SCHEMME W. HOSKINS
 C.C.P. & G.S.

I hereby certify that I have this 23rd day of January, 2014, served a copy of the foregoing **Order Denying Plaintiffs' Rule 59(e) Motion** by mailing a copy of the same, postage prepaid, to the following:

Wesley D. Peel, Esquire
 Matthew H. Stabler, Esquire
 Bruner Powell Wall & Mullins, LLC
 P.O. Box 61110
 Columbia, SC 29260-1110
Attorneys for the Plaintiff


 Assistant to W. Duvall Spruill

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 SC Court of Appeals

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STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2010-CP-40-08155

Howard Nankin and Nancy Nankin,)

Plaintiffs,)

vs.)

Donald M. Danford d/b/a Don Danford Interiors,)

Defendant.)

Donald M. Danford d/b/a Don Danford Interiors,)

Third-Party Plaintiff,)

vs.)

Jeff Stahl,)

Third-Party Defendant.)

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FEB 24 2014

SC Court of Appeals

ORDER

JEANNETTE W. MOBRIDE
C.C.P. & G.S.

2013 MAY -9 PM 3:44

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THIS MATTER came before the undersigned for a bench trial on October 4, 2012.

Wesley D. Peel, Esquire appeared on behalf of Plaintiffs Howard and Nancy Nankin. W. Duvall Spruill, Esquire appeared on behalf of Defendant Donald M. Danford d/b/a Don Danford Interiors ("Danford"). Third-Party Defendant Jeff Stahl ("Stahl") appeared *pro se*. Based on the exhibits, testimony of witnesses, and arguments presented at trial, I make the following Findings of Fact and Conclusions of Law:

1. Findings of Fact

Plaintiffs own and live in the residence at 247 Southlake Drive in Columbia, South Carolina and decided to renovate the master bathroom of their home (the "Project"). Specifically, Plaintiffs wanted to upgrade all existing features of their master bathroom as well as install a handicap accessible shower to ensure that the renovated bathroom remained usable and practical as Plaintiffs grew older. Plaintiffs were referred to Danford as an interior designer, and Plaintiffs enlisted Danford as a decorator to design the Project. Danford agreed to perform the decorating work and also told the Plaintiffs that he would locate a contractor to perform the renovation. The budget for the project was around \$25,000.00. Danford contacted David Noss, a licensed residential builder, to provide an estimate for the Plaintiffs' bathroom. Mr. Noss visited the home and prepared an estimate, which he gave directly to Danford. Danford told the Plaintiffs that the estimate was too high. Danford then presented the Plaintiffs with a second estimate written on Danford's letterhead showing that the project would cost \$25,974.25, which was within Plaintiffs' budget. Mr. Nankin testified that that he was aware the budget on the letterhead was not all-inclusive, specifically omitting the plumbing fixtures, which cost more than \$4,000.00. The estimate on Danford's letterhead contained a line item for "Contractor's Fees" in the amount of \$3,800.00, which supported the notion that Danford would obtain a contractor. In subsequent invoices, the amount of \$3,800 was shown as fees to Danford for labor. Danford explained to the Plaintiffs that he had reworked his estimate for them to meet budget. Danford represented to the Plaintiffs that his only charges were for decorating services at \$125.00 per hour. The Plaintiffs agreed to the price and the work began.

Rather than hire a general contractor on Plaintiffs' behalf as promised, Danford directly ordered and paid for materials for the Project and directly hired, paid, and coordinated

subcontractors to perform the various tasks required to complete the Project. Matthew Cooper, testified at trial that he worked for and was paid pay by Danford for construction work on the Plaintiffs' home. It is undisputed that Danford self-performed some of the construction. All payments from the Plaintiffs were made directly to Danford. Plaintiffs were not informed that Danford was performing the duties of a general contractor on the Project and, in fact, believed that he had hired a contractor. Plaintiffs experienced problems throughout the Project as a result of poor planning and coordination by Danford. As the Project progressed, Plaintiffs began to notice evidence of poor workmanship and quality throughout the various aspects of the Project. These defects were pointed out to, but not corrected by, Danford. At this point Plaintiffs discovered that Danford had not hired a general contractor and was performing that task himself. As a result of the poor and unacceptable work and Danford's concealing of the fact that he was acting as the general contractor for the Project, Plaintiffs terminated Danford, fixed the bathroom so that it was in a usable condition, and have lived with various problems and deficiencies during the pendency of this action. Danford offered testimony tending to downplay or contradict his role as the contractor, as well as evidence contradicting the Plaintiffs' understanding of agreement. The Court considered this evidence in its deliberation but ultimately gave it little weight in its ruling.

Plaintiffs paid Danford \$24,895.00 for an incomplete and poorly constructed master bathroom. Plaintiffs corrected some of the deficiencies themselves and solicited a bid from Arthur Suggs, a licensed general contractor and residential builder, to correct the defective work and complete the Project. Mr. Suggs was duly qualified as an expert in residential construction, and Danford offered no expert testimony of his own. Significant amounts of the poor work



performed by Danford likely will have to be torn up and re-done to properly remedy the defective condition of the Project at a significant cost.

Danford is neither a licensed general contractor nor a licensed residential builder. Plaintiffs have already paid Danford \$24,895.00 on a project that was supposed to cost \$25,974.25. The Plaintiffs have paid \$2,127.00 to bring the bathroom to a usable condition. Additionally, the Plaintiffs received an estimate of \$22,951.00 from Mr. Suggs to correct the defective workmanship in their master bathroom and to complete the Project.

2. Conclusions of Law

The Plaintiffs instituted this action against Danford for breach of contract, negligence, negligent misrepresentation, fraud, and violation of the South Carolina Unfair Trade Practices Act. Danford filed a counterclaim for breach of contract and/or quantum meruit, alleging that the Plaintiffs did not pay him for all materials and labor he expended on the project. Additionally, Danford filed a third-party complaint against Stahl for indemnity. Stahl installed most of the tile on the Project, and Danford alleged Stahl must indemnify him for any damages awarded Plaintiffs relating to the tile work. I find in favor of the Plaintiff's on their breach of contract action in the amount of Twelve Thousand Nine Hundred Twenty-Seven Dollars (\$12,927.00). I find Danford's counterclaim against Plaintiffs barred by statute. I find for Danford on his third-party claim against Stahl in the amount of Six Thousand Four Hundred Dollars (\$6,400.00).

a. Plaintiffs' Claim for Breach of Contract

To recover for breach of contract against Danford, Plaintiffs were required to plead and prove "(1) the existence of a contract, (2) breach of the contract, and (3) damages caused by the breach." Consignment Sales, LLC v. Tucker Oil Co., 391 S.C. 266, 271, 705 S.E.2d 73, 76 (Ct.

App. 2010) (citing Fuller v. E. Fire & Cas. Ins. Co., 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962)). This Court finds that Plaintiffs entered into a contract with Danford whereby Danford was to design a remodeled master bathroom for Plaintiffs. As part of that contract, Danford was to assist Plaintiffs in hiring a general contractor to perform the actual construction work. Danford breached his contract with Plaintiffs by failing to hire a general contractor and concealing this fact from Plaintiffs as well as in constructing a bathroom with numerous deficiencies. As the direct and proximate result of Danford's breach, Plaintiffs have been damaged as follows based upon services Danford promised to perform that were not performed or performed unsatisfactorily: One Thousand Four Hundred Dollars (\$1,400.00) in damages for the plumbing/toilet; Six Thousand Four Hundred Dollars (\$6,400.00) for the tile floor; and Three Thousand Dollars (\$3,000.00) for the glass door/surround. I further find Plaintiffs entitled to the Two Thousand One Hundred Twenty-Seven Dollars (\$2,127.00) they have spent thus far on repairs. In total, I find in favor of the Plaintiffs on their breach of contract claim for Twelve Thousand Nine Hundred Twenty Seven Dollars (\$12,927.00).

b. Plaintiffs' Claim for Violation of the South Carolina Unfair Trade Practices Act

By statute, Danford was required to hold a license with the South Carolina Residential Builders Commission for the work he performed for Plaintiffs. S.C. Code Ann. § 40-59-20(6) defines a "Residential Builder" as

one who constructs, superintends, or offers to construct or superintend the construction, repair, improvement, or reimprovement of a residential building or structure which is not over three floors in height and which does not have more than sixteen units in any single apartment building, when the cost of the undertaking exceeds five thousand dollars. Anyone who engages or offers to engage in such undertaking in this State is considered to have engaged in the business of residential building.

Danford engaged in the business of residential building by ordering materials for the Project and by hiring, overseeing, and coordinating subcontractors and other workers on the Project. Danford also engaged in the practice by offering to return to correct deficiencies in his work. Pursuant to S.C. Code Ann. § 40-59-220(A), "All residential builders must be licensed . . . by the commission for a period established by the commission in regulation." Danford was not licensed and, as such, was sanctioned by the Residential Builders Commission for violating this very section. As the agency charged with administering and enforcing the statutes and regulations related to residential home buildings, the Residential Builders Commission's findings and decision "should be given great deference." Barton v. Higgs, 381 S.C. 367, 371, 674 S.E.2d 145, 147 (2009) (citing Dunton v. S.C. Bd. of Exam'rs in Optometry, 291 S.C. 221, 223, 353 S.E.2d 132, 133 (1987) for the proposition "that the construction of a statute by the agency charged with its administration will be accorded the most respectful consideration"). "The chapter on residential home builders is designed to benefit the public in general by insuring that only licensed builders perform residential building." Summers v. Harrison Constr., 298 S.C. 451, 456, 381 S.E.2d 493, 496 (Ct. App. 1989); see also W&N Constr. Co., Inc. v. Williams, 322 S.C. 448, 450, 472 S.E.2d 622, 623 (1996) (discussing rulings from other jurisdictions not allowing unlicensed contractors to enforce a contract for construction despite absence a clear statutory mandate, "The rationale is that such licensing statutes protect the public and to permit unlicensed contractors to circumvent licensing requirements by payment of a small fine would defeat the legislative intent.").

S.C. Code Ann. §39-5-20(a), provides that "[u]nfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are . . . unlawful."

To establish a cause of action under the UTPA, the plaintiff must prove unfair or deceptive acts or practices in the conduct of any trade or commerce. The unfair or

deceptive act or practice must affect the public interest. An impact on the public interest may be shown if the acts or practices have the potential for repetition. The potential for repetition may be proven by showing: (1) the same kind of actions occurred in the past, thus making it likely they will continue to occur absent deterrence; or (2) the defendant's procedures created a potential for repetition of the unfair and deceptive acts

Hollman v. Woolfson, 384 S.C. 571, 580, 683 S.E.2d 495, 499 (2009) (internal citations omitted). Danford violated a statute enacted for the protection of the public. Plaintiffs presented uncontested evidence that Danford has entered into similar arrangements with at least two other clients in the past, where he was performing the duties of a contractor without a license. Plaintiffs presented an invoice from Danford to Rich and Mary Edelson dated July 12, 2010 and an invoice from Danford to Jackie Warrington dated November 23, 2010, both of which were for residential construction projects. However, the Court does not find that Danford's actions arise to the "potential for repetition" threshold required for treble damages and attorneys' fees to be awarded under the South Carolina Unfair Trade Practices Act. While there was evidence presented that Danford had acted in a similar capacity on two prior occasions, the Court feels the underlying dispute in this case was between two private parties and does not substantially affect the public at large.

c. Danford's Counterclaim

Danford's counterclaim against Plaintiffs is barred by statute. S.C. Code Ann. § 40-59-30(B) states,

Notwithstanding Section 29-5-10, or another provision of law, a person or firm who first has not procured a license or registered with the commission and is required to do so by law may not file a mechanics' lien or bring an action at law or in equity to enforce the provisions of a contract for residential building or residential specialty contracting which the person or firm entered into in violation of this chapter.

Danford alleged that the Plaintiffs failed to reimburse him for the expenses he advanced and for his time and effort. As to Danford's claim for his time and effort, the statute cited above clearly

precludes any recovery as he was engaged in the practice of residential building without a license. As to the "expenses" advanced, South Carolina law also precludes any recovery. In Roberta, Inc. v. Trust, 274 S.C. 53, 260 S.E.2d 818 (1979) the plaintiff, an unlicensed contractor, argued that even though he could not recover for his time and profit, he should be able to recover the cost of materials and payments to third parties. The Supreme Court concluded otherwise:

Appellant, conceding that the statute which prohibits an unlicensed builder from enforcing the contract bars any action for services rendered by it, either on the theory of contract, quantum meruit, or unjust enrichment, contends that the statute should not be so construed as to bar recovery by an unlicensed builder for amounts paid to third parties for labor and materials used in construction, at least, to the extent that the landowner was benefited. In other words, appellant argues that the statute should be construed to prevent any benefit or profit to the unlicensed builder, but should not bar recovery for labor and materials used in the construction from which the unlicensed builder received no profit and from which the landowner received a benefit. We find no basis in the statute for this construction.

The recovery sought in this action is for work and material contracted to be furnished by appellant in the construction of respondent's house. The fact that the work and materials, for which recovery is sought, were furnished by appellant through third parties does not render the bar of the statute any less applicable.

Id. at 54-55, 260 S.E.2d at 818. The entirety of Danford's counterclaim is barred by S.C. Code Ann. 40-59-30(B).

d. Danford's Third-Party Claim Against Stahl

As there was no written contract between Danford and Stahl, Danford's cause of action must be construed as one for equitable indemnity. To recover for equitable indemnity, Danford was required to prove that "(1) [Stahl] was liable for causing [Plaintiffs'] damages; (2) [Danford] was exonerated from any liability for those damages; and (3) [Danford] suffered damages as a result of [Plaintiffs'] claims against it, which were eventually proven to be the fault of [Stahl]."

Vermeer Carolina's, Inc. v. Wood/Chuck Chipper Corp., 336 S.C. 53, 63, 518 S.E.2d 301, 307 (Ct. App. 1999). At trial, Danford established that any damages Plaintiffs suffered relating to the

tile floor were solely caused by Stahl. As such, Danford is entitled to equitable indemnity from Stahl in the amount of Six Thousand Four Hundred Dollars (\$6,400.00).

3. Conclusion

Judgment in favor of Howard Nankin and Nancy Nankin against Donald M. Danford d/b/a Don Danford Interiors in the amount of Twelve Thousand Nine Hundred Twenty-Seven Dollars (\$12,927.00).

Judgment in favor of Donald M. Danford d/b/a Don Danford Interiors against Jeff Stahl in the amount of Six Thousand Four Hundred Dollars (\$6,400.00).

AND IT IS SO ORDERED.



The Honorable Edgar W. Dickson
Presiding Judge, Fifth Judicial Circuit

April 18, 2013

Orangeburg, South Carolina

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SC Court of Appeals

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

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2010CP4008155

Howard Nankin

Donald M Danford

Nancy Nankin

Don Danford Interiors

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: _____	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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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(a), 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 _____

RICHLAND COUNTY
 FILED
 2014 JAN 24 AM 8:56
 JENNETTE W. BRIDGEMAN, S.C. JUDGE

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.

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : _____

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment 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 interest or additional taxable 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.

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 or placed in the appropriate attorney's box on this 24 January 2014 to attorneys of record or to parties (when appearing pro se) as follows:

Wesley Dickinson Peel

W. Duvall Spruill

Jeff Stahl

Jeff Stahl

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter _____

Clerk of Court _____

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 FEB 24 2014

Jeanette W. Bridgeman

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NUMBER: 2010CP4008155

Howard Nankin
Nancy Nankin
 PLAINTIFF(S)

Donald M Danford
Don Danford Interiors
 DEFENDANT(S)

Submitted by: _____ Attorney for : Plaintiff Defendant or Self-Represented Litigant

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.
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- 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 _____

RICHLAND COUNTY
 FILED
 2013 MAY -9 AM 11:15
 JEANETTE W. MCBRIDE
 C.C. & S.S.

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:

ORDER INFORMATION

This order ends does not end the case.
 Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled
		\$
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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 interest or additional taxable 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.

Circuit Court Judge _____ Judge Code _____ Date _____

For Clerk of Court Office Use Only

This judgment was entered on 9th day of May, 2013 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20 _____ to attorneys of record or to parties (when appearing pro se) as follows:

Wesley Dickinson Peel

W. Duvall Spruill

Jeff Stahl

 ATTORNEY(S) FOR THE PLAINTIFF(S)

 ATTORNEY(S) FOR THE DEFENDANT(S)

 Court Reporter

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FEB 24 2014

Jeanette W. McBride
 Clerk of Court, Jeanette McBride

BRUNER, POWELL, WALL & MULLINS, LLC

ATTORNEYS AND COUNSELORS AT LAW

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HENRY P. WALL
E. WADE MULLINS III, P.A.
BRIAN P. ROBINSON, P.A.

WESLEY D. PEEL, P.A.
JOEY R. FLOYD, P.A.
WILLIAM D. BRITT, JR., P.A.

BENJAMIN C. BRUNER
MATTHEW H. STABLER

* Also Admitted in District of Columbia

AUTHOR'S E-MAIL:

RDECARLIS@BRUNERPOWELL.COM

February 24, 2014

VIA HAND DELIVERY

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
1015 Sumter Street
Columbia, SC 29201

Re: *Howard Nankin v. Donald Danford*
Appellate Case No.: 2014-000272
Our File Number: 5-2169-100

Dear Ms. Kitchings:


Per a letter from your office dated February 20, 2014 regarding deficiencies in our filing, please find enclosed the following:

1. Judgment and Order filed May 9, 2013; and
2. Judgment and Order Denying Plaintiffs' Rule 59(e) Motion filed January 23/24, 2014.

Please note we are copying counsel for the Respondent with a copy of the enclosed.

With my best regards, I am

Sincerely yours,



Rita D. DeCarlis
Legal Assistant to Wesley D. Peel

/rdd

Enclosures

cc: W. Duvall Spruill, Esq.
Dr. & Mrs. Howard Nankin

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FEB 24 2014
SC Court of Appeals