

STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

Appeal from Richland County
Joseph M. Strickland, Master-In-Equity
James F. Barber, Jr., Supervising Circuit Court Judge
Case No.: Case No.: 2009-CP-40-05911
Case No.: 2010-CP-40-02889

RECEIVED

JUL 28 2014

S.C. Supreme Court

Appellate Case No. 2014-000965

1634 Main, L.P.

Appellant

v.

Shirley Hammer,

Respondent

v.

Howard Hammer,

Appellant,

and

Howard Hammer

Appellant,

v.

Shirley Hammer,

Respondent

APPELLANTS' RETURN TO MOTION TO EXPEDITE APPEAL

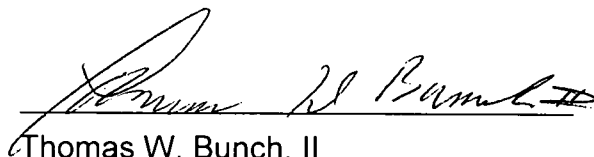
Appellants 1634 Main, L.P. and Howard Hammer submit this return to Respondent's Motion to Expedite Appeal. Appellants have no objection to an order expediting this appeal and they embrace the opportunity to have the lower court's order fully reviewed and this appeal promptly heard. As will be shown in Appellants' briefs, the Master-in-Equity committed multiple errors of law by (1) directly transferring real property to Respondent when the statutory scheme would have required a sale of

the property, (2) transferring the interests in a limited partnership and limited liability company when the statutes provide only for charging liens on those interests, (3) transferring the interests of a minor without bringing the minor before the court, (4) awarding sanctions without notice or evidence, (5) and even assuming jurisdiction over the supplementary proceedings when Appellants were not served in accordance with the applicable rule of civil procedure.

Appellants look forward to a full review of the order of the lower court which has given Respondent plenary authority of Appellants' most significant asset, ordering Respondent to sell it and placing no control over the Respondent and the expenses she incurs which are destroying Appellants' equity in the property. In fact, recognizing that they are in a no win situation if this court were to actually affirm the lower court's order, Appellant Hammer arranged for a loan from his brother to pay the judgment in full. However, Respondent refused to accept the payment unless she could extract extra-judicial relief outside of the judgments she holds. Despite being paid in full, Respondent, in addition, last demanded a general release or an additional \$100,000.00 payment without a release. The loan arrangements are set forth in an Amended Petition for Writ of Supersedeas attached as Exhibit A, and Respondent's extra-judicial demand is set forth in Respondent's counsel's email dated July 15, 2014, which is attached as Exhibit B. The lower court has not set scheduled a hearing on the Amended Petition for Writ of Supersedeas.

Having agreed to expedite this appeal, Appellants would be remiss in allowing Respondent's counsel's irrelevant and inaccurate factual assertions in the motion to remain unanswered in this record. At paragraphs 9 and 10 of her motion, Respondent

raises the issue of Appellant Hammer's health and the automobile he was recently driving. Respondent's comments are intended for nothing more than inflammatory purposes. The first comment regarding Mr. Hammer's health, and the statement from his cardiologist that Mr. Hammer should avoid court appearances, is an obvious attempt to parade before the court the status of Mr. Hammer's child support payments as Respondent acknowledges that Mr. Hammer's health is irrelevant to proceedings before this court since he is represented by counsel and no court appearance is required by Mr. Hammer in briefing these matters. The second comment concerning Mr. Hammer driving a new Porsche automobile is simply inaccurate. In fact, a mechanic loaned Mr. Hammer a 13 year old Porsche to drive while Mr. Hammer's Subaru was being repaired. It is this counsel's intention to stick to the facts in the record and the facts relevant to this appeal.

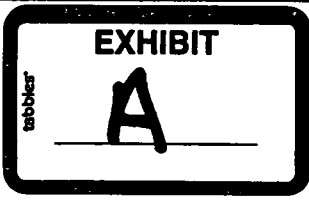


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ATTORNEYS FOR APPELLANTS

July 28, 2014



STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 Howard Hammer)
 Plaintiff/Petitioner)
)
 v.)
)
 Shirley Hammer a/k/a Shirley Grace Hightower,)
 Defendant/ Respondent)

IN THE COURT OF COMMON PLEAS

CASE NO.
 2009-CP-40-05911

MOTION AND ORDER INFORMATION FORM
 AND COVER SHEET

STATE OF SOUTH CAROLINA)
)
 COUNTY OF RICHLAND)
)
 1634 Main, L.P.,)
 Plaintiff/Petitioner)
)
 v.)
)
 Shirley Hammer a/k/a Shirley Grace Hightower,)
 Defendant/ Respondent)
)
 v.)
)
 Howard Hammer,)
)
 Additional Defendant on Counterclaim/Petitioner)

IN THE COURT OF COMMON PLEAS

CASE NO.
 2010-CP-40-2889

RICHLAND COUNTY
 FILED
 2011 MAY 23 PM 4:11
 JENNIFER W. MOHR
 CLERK & C.S.

Plaintiff's Attorney:
 Arthur K. Aiken
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Defendant's Attorney:
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 Stephanie Weissenstein
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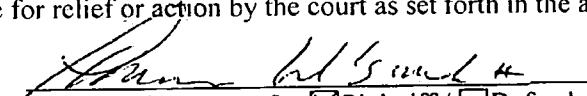
- MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
- FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
- PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Amended Petition for Writ of Supersedeas
 Estimated Time Needed: Court Reporter Needed: YES / NO

SECTION II: Motion Type

Written motion attached
 Form Motion/Order --
 I hereby move for relief or action by the court as set forth in the attached proposed order.


 Signature of Attorney for Plaintiff / Defendant

March 5, 2014
 Date submitted

SECTION III: Motion Fee

PAID – AMOUNT: \$25.00

- EXEMPT: (check reason) Rule to Show Cause in Child or Spousal Support
 Domestic Abuse or Abuse and Neglect
 Indigent Status State Agency v. Indigent Party
 Sexually Violent Predator Act Post-Conviction Relief
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69, SCRPC)
 Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter:
 Other:

JUDGE'S SECTION

- Motion Fee to be paid upon filing of the attached order.
 Other:

JUDGE

CODE: _____ Date: _____

CLERK'S VERIFICATION

Collected by: _____

Date Filed: _____

- MOTION FEE COLLECTED: _____
 CONTESTED – AMOUNT DUE: _____

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

Howard Hammer,
Plaintiff/Petitioner,

vs.
Shirley Hammer a/k/a Shirley Grace Hightower,
Defendant/Respondent,

) **COURT OF COMMON PLEAS**
) **FIFTH JUDICIAL CIRCUIT**
) Case No.: 2009-CP-40-05911

) **AMENDED PETITION OF**
) **HOWARD HAMMER FOR A**
) **WRIT OF SUPERSEDEAS WITH**
) **ANNEXED MEMORANDUM IN**
) **SUPPORT**

**STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND**

1634 Main, L.P.,
Plaintiff/Petitioner,

vs.
Shirley Hammer a/k/a Shirley Grace Hightower,
Defendant/Respondent,

vs.
Howard Hammer,
Additional Defendant on Counterclaim/Petitioner

) **COURT OF COMMON PLEAS**
) **FIFTH JUDICIAL CIRCUIT**
) Case No.: 2010-CP-40-2889

) **AMENDED PETITION OF**
) **HOWARD HAMMER AND 1634**
) **MAIN, LP FOR A WRIT OF**
) **SUPERSEDEAS WITH ANNEXED**
) **MEMORANDUM IN SUPPORT**

JANETTE W. MCENREE
C.C.P. & S.S.
24 MAY 23 PM 4:11
RICHLAND COUNTY
FILED

TO: ALL OTHER COUNSEL OF RECORD

PETITION

Your Petitioners, Plaintiff/Third-Party Defendant, Howard Hammer (HH) and the Plaintiff, 1634 Main, LP (1634 Main) (collectively petitioning parties) hereby petition, in accordance with Rule 241 SCACR, and Rule 62, SCRPC, for a writ of supersedeas as follows:

PARTIES

1. Petitioner, Howard Hammer (HH), is a judgment debtor to Respondent, Shirley Hammer (SH), in both of the cases captioned above.

2. Petitioner, 1634 Main, LP (1634 Main), is a judgment debtor to Respondent, Shirley Hammer (SH), in case number 2010-CP-40-2889.

3. Respondent, SH, is a judgment creditor of HH in both of the cases captioned above, and she is a judgment creditor of 1634 Main in case number 2010-CP-40-2889

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over this Petition under Rule 62 SCRPC and Rule 241 SCACR, and this Court has personal jurisdiction over the Respondent.

5. Venue is proper in this Court.

FACTUAL ALLEGATIONS

6. Petitions for Writs of Supersedeas were previously filed in these cases on March 5, 2014 with copies being served on all non-moving parties and provided to the Honorable Joseph M. Strickland. At that time the Judgments in the above captioned cases were on appeal, and those appeals were set for oral argument before the South Carolina Supreme Court on March 6, 2014.

7. After oral argument, the South Carolina Supreme Court affirmed the judgments by an unpublished opinion filed March 19, 2014.

8. While these cases were on appeal, this Court presided over supplementary proceedings arising from the judgments.

9. In the supplementary proceedings, this Court entered an Order on January 21, 2014 ("the January 21 Order") in which this Court, inter alia, ordered transfer of real property known as 1634 Main Street (building) from HH and 1634 Main to SH.

10. HH and 1634 Main are informed and believe that on or about January 21, 2014, this Court executed and delivered to SH, a Deed (“the January 21 Deed”) making the transfer of 1634 Main St. alleged in Paragraph 9 above, and that SH has recorded the deed.

11. HH and 1634 Main are informed and believe that this Court’s January 21, 2014 Deed (Deed) is void under Rule 62(a) SCRPC because it was executed, delivered, and recorded within ten (10) days of this Court’s Order entered on January 21, 2014.

12. HH and 1634 Main further contend that the January 21 Order directing the transfer of property is flawed because, inter alia, the Court failed to set and SH failed to post a bond as required by S.C. Code Ann. §18-9-130(A)(2) for the transfer of the property while the appeal was pending.

13. Further, contrary to the 10 day stay of Rule 62(a) and since the transfer by deed alleged in Paragraph 10 above, SH and her confederates changed the locks to the building at 1634 Main St. without prior notice to HH, and inappropriately deprived HH of access to the building except during unreasonably abbreviated intervals.

14. In addition to their refusal to give HH access to his offices, files, and belongings within the building, SH and her confederates gave HH an arbitrary deadline of Thursday February 14, 2014, to remove his possessions, property and furnishings from the building, but then refused to grant sufficient access to the property so that HH could meet the so-called deadline.

15. On February 3, 2014, HH and 1634 Main timely filed Motions to Alter or Amend Judgment under Rule 59(e) that were directed at this Court’s Order entered on January 21, 2014. Those motions were denied by Judge Strickland. HH and 1634 Main have filed an appeal of the denial of these motions and the January 21 order.

16. Despite the pendency of the appeal of the underlying judgments, Judge Strickland's January 21 order transferred the property interests described in paragraph 9 above in satisfaction of, at that time, the non-final judgments. Said order also directed SH to sell the transferred property, and thereafter account to the Court for the proceeds of sale.

17. After the ruling by the Supreme Court and the judgments becoming final, SH provided an accounting of sums she contended were owed to her by HH including the judgments, \$55,385.70 awarded by Judge Strickland in the January 21 Order, and other sums SH contended would be due to her by said order. The amount provided by SH was \$439,619.91.

18. By letter dated May 6, 2014, SH belatedly acknowledged that a bond was required for conveyance of the property. She notified Judge Strickland that she was readying the property for sale, and expected an offer of sale "shortly."¹ She notified the court that it was necessary for the court to determine the amount of an appeal bond (sic) which SH needed to post, presumably under S.C. Code Ann. § 18-9-130(A)(2) which states that "A plaintiff may not enforce a sale of property after a notice of appeal is filed without giving an undertaking or bond to the defendant, with two good sureties, in double the appraised value of the property or double the amount of the judgment."

19. Thereafter, on May 19, 2104 SH filed a Motion for Appeal Bond in which she represented that 1634 Main St. recently appraised for \$1,450,000.00. SH has not provided a copy of that appraisal to either the Court or HH, although her counsel has also represented to counsel for HH and 1634 Main that 1634 Main St. appraised for \$1,475,000, or \$25,000 more than the representation made to the court by SH's motion.

¹ Now, more than two weeks later, no offer has been made on the property.

20. In response to SH's counsel's May 6 letter to Judge Strickland, HH notified Judge Strickland on May 8, 2014 that he would pay the \$439,619.91 amount in satisfaction of the judgments, and dismiss the appeal of the January 21 Order upon the property being restored to the ownership of record prior to entry of the January 21 Order and subsequent deed(s). SH declined the offer of full payment of all amounts owed to her according to the accounting provided by her counsel, and continues to request a bond for her to sell 1634 Main St.

21. Thereafter, SH increased her accounting to \$461,120.58. Although HH disputes both accountings, his counsel notified counsel for SH that HH would pay the \$461,120.58 in satisfaction of the judgments, and dismiss the appeal of the January 21 Order upon the property being restored to the ownership of record prior to entry of the January 21 Order and subsequent deed(s). SH will not accept the payment unless HH will make non-monetary concessions not included in the judgments and the January 21 order. Alternatively, HH and 1634 Main notified the Court at a status conference on May 19 that they had no objection to the sale of the property for the alleged listing price of \$1,475,000.00.²

22. SH contends that she is required to sell the building by the January 21 Order which is not final and is on appeal, but she is willing to forego such contention in exchange for conditions and concessions outside the court proceedings.

23. HH is prepared to pay the amounts owed to SH on the judgments and this court's January 21 Order, is prepared to dismiss the appeal of the January 21 order, and is prepared to end the litigation related to the judgments in these cases. Alternatively, HH is agreeable to SH selling the building at the appraised value of \$1.475 million (or \$1.450 million if that is what it

² Like the appraisal, SH has not provided the court or HH with a copy of the listing agreement.

actually is). Conversely, SH apparently wishes to continue the litigation despite being made whole.

24. The granting of these Petitions is necessary to bring this litigation to a close, conserve judicial and the parties' resources, and to avoid forfeiture of HH's property.

25. A more detailed description of the grounds and the legal basis for this Petition is set forth in the Memorandum annexed to this Petition

WHEREFORE, HH and 1634 Main pray that this Court grant this Petition by (1) allowing HH to fully pay the amounts properly owed to SH, declaring void the Master's deed dated January 22, 2014, to SH, and any transfers made thereafter, and by vacating its January 21 Order; or (2) permitting the sale of the property at the alleged list price of \$1.475 million.

MEMORANDUM IN SUPPORT

ARGUMENT

I. INTRODUCTION

The above are actions in which SH sought supplementary proceedings to enforce Judgments in her favor and against HH and 1634 Main. The Judgments that are the subjects of these actions have been affirmed by the South Carolina Supreme Court. This Court heard the supplementary proceedings on May 30, 2013, June 4, 2013, August 12, 2013 and January 9, 2014 (collectively hearings). The subject Order which was entered on January 21, 2014, provides for a transfer by deed of all right title and interest of HH and 1634 Main in 1634 Main, LP, real property commonly known as 1634 Main Street in Columbia, SC and SH5, LLC (transferred

property).³ On January 21, 2014, this Court executed and delivered a Master's Deed making these transfers. The transfers in the January 21 Order and in the Master's deed by-passed the statutory safeguards that should have been afforded to not only the judgment debtors, but also others who had interests in the property transferred who were not joined in any proceeding. Those parties should have been joined or at a minimum given notice to protect their interests in the due course of a sale of the property. Now, HH is prepared to pay the amounts owed to SH and conclude these cases, but SH refuses to accept the payment.

II. RULE 241, SCACR

Rule 241(c)(1), SCACR, provides that any party may move for a supersedeas as to matters which are not stayed on appeal such as enforcement of money judgments, judgments directing the sale or delivery of possession of real property, etc. (Rule 241(b)). The rule further provides that the court may not only grant or lift a stay of the matters which have been decided, but that the court may also "order other affirmative relief upon such terms and conditions as are deemed appropriate." 241(c)(3). The procedure for obtaining a supersedeas is to first apply to the lower court except in extraordinary circumstances. Rules 241(d) and 205, SCACR. Thus, the Circuit Court has jurisdiction over these petitions and the matters contained herein, including the requested relief.

III. THE PURPOSES OF A WRIT OF SUPERSEDEAS.

The writ of supersedeas serves one main purpose and three subsidiary purposes. First, the main purpose of writ is "to stay proceedings in the trial court, to preserve the status quo pending the determination of the appeal." Graham v. Graham. 301 S.C. 128, 130, 390 S.E.2d 469, 470

³ Counsel for SH represented to this Court more than once that the property transferred had a value of between \$900,000 and \$1,000,000.

(1990) (quoting, 4A C.J.S. Appeal & Error § 662 at 494-95 (1957)). Second, the preservation of the status quo serves the subsidiary purpose of preserving to the appellant “the fruits of a meritorious appeal where they might otherwise be lost to him.” Graham, 301 S.C. at 130, 390 S.E.2d at 470 (quoting, 4A C.J.S. Appeal & Error § 662 at 494-95 (1957)). Third, the writ may be granted “to preserve the jurisdiction of the appeal.” Rule 241(c)(2) SCACR. Fourth, the writ may be granted “to prevent a contested issue from becoming moot.” Rule 241(c)(2) SCACR.

IV. THE STATUS QUO TO BE PRESERVED BY SUPERSEDEAS IS THE POSITION OF THE PARTIES BEFORE THIS COURT EXECUTED AND DELIVERED THE DEED TO 1634 MAIN ST. BECAUSE THAT DEED IS VOID AND SHOULD NOT HAVE BEEN DELIVERED TO SH.

“No execution shall issue on a judgment nor shall proceedings be taken for its enforcement until the expiration of 10 days after its entry.” Rule 62(a) SCRCP. By executing and delivering the Master’s Deed on the same date as the January 21 Order, this Court undertook proceedings for enforcement of the January 21, 2014 Order. Thereafter, SH undertook enforcement of the order by locking HH out of 1634 Main St. within the same 10 day period. The Master’s Deed is void because it was executed and delivered within ten (10) days of the entry of the January 21, 2014 Order. The proper status quo to be preserved by supersedeas is the position of the parties before the execution and delivery of the Master’s Deed.

V. SUPERSEDEAS IS NECESSARY TO PRESERVE TO THE PETITIONERS THE FRUITS OF A MERITORIOUS APPEAL.

“The Supreme Court ... may reverse the judgment, decree, or order appealed from..., and the judgment shall be remitted to the court below to be enforced according to law.” S.C. Code § 18-9-270. “When the judgment is reversed or modified the appellate court may make complete restitution of all property and rights lost by the erroneous judgment.” S.C. Code § 18-1-140. Reversal of the judgment in this case will require restoration to HH and 1634 Main of all

property lost by the January 21 Order. In other words, all property lost by HH and 1634 Main as a result of the January 21 Order will have to be restored to him if the Order is reversed.

The Order requires the execution and delivery to SH of a deed granting her fee simple absolute title in the building. The day after the Order was entered, this Court executed and delivered the fee simple absolute Deed to SH. Of course the Deed gives SH title sufficient to support transfer of the building in fee simple absolute to another. Transfer to a third party makes recovery of title to the building by HH on a successful appeal problematic. This risk to HH's right to recover title to the building is not theoretical. SH has formed a limited liability corporation, and she has transferred title to the building to that corporation. Further, she asserts that she has "three prospects who are ready, willing and able to purchase the building" even though she has refused to divulge their identity or present a contract of sale. Nor, does she detail how she determined the prospects' readiness, willingness or ability to purchase the building. SH Motion for Appeal Bond.

The January 21 Order authorizes SH to sell the building, and by that Order, she has apparent ownership and right to sell the building. The Order further provides that SH has no duties to HH with respect to any sale of the building. The Order incorporates no provisions for protecting HH's rights should he win the appeal. Therefore, a supersedeas is essential to protect HH's interest in the building in case the judgment is reversed. Otherwise, there is a grave risk that HH will be deprived of the fruits of a successful appeal.

VI. SUPERSEDEAS IS NECESSARY TO PREVENT THE CONTESTED ISSUES IN THE APPEAL FROM BECOMING MOOT.

The issues in the appeal in these cases contest the ownership of SH of transferred property. Indeed, the arguments raised by HH and 1634 Main, if successful, will require an outright reversal of the January 21 Order and will void the transfers of the real and personal

property interest of HH and 1634 Main. For the reasons more fully discussed above, the authority given SH by the January 21 Order threatens to deprive HH and 1634 of their right to recover the building in case their appeal is successful.

VII. GRANTING THE REQUESTED RELIEF MOOTS ALL OWNERSHIP AND APPELLATE ISSUES, MAKES SH WHOLE, AND PRESERVES HH'S INTERESTS

By granting these petitions and the relief requested by HH and 1634 Main, the issue of SH's void ownership of the transferred property and the possibility of further void transfers being made by SH can be avoided. Granting of these petitions promotes judicial economy by mooting further proceedings at the Circuit Court in these cases and the appeal pending at the South Carolina Supreme Court. Granting these petitions saves the parties thousands of dollars in mounting legal fees. Permitting payment by HH and making SH whole is a far better alternative than continuing litigation and stripping HH and 1634 Main of their property. Alternatively, authorizing a sale of the property at the price of \$1.475 (or even \$1.45) million makes SH whole and provides HH and 1634 Main recovery of their equity in 1634 Main St.

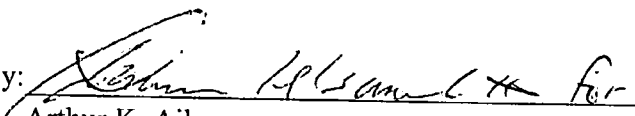
CONCLUSION

For the reasons set forth above, this Court should (1) allow HH to fully pay the amounts properly owed to SH, cancel the deed transferring the property to SH, and vacate its January 21 Order, or (2) order the sale of the property to the ready, willing and able prospect for at least the appraised value of the property.

Signature block on following page

Respectfully submitted,

AIKEN & HIGHTOWER, PA

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Thomas W. Bunch, II

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(803) 779-8900

ATTORNEYS FOR THE PETITIONERS

May 23, 2014



Thomas W. Bunch, II

From: Desa Ballard <desab@desaballard.com>
Sent: Tuesday, July 15, 2014 1:29 PM
To: Thomas W. Bunch, II
Cc: mara@desaballard.com; Mara Ballard; Beth Cogan
Subject: RE: Hammer settlement; 1634 Main

Importance: High

I've gone back through our communications about this and given it a great deal of thought. We have the contract from the purchaser and Shirley will be signing it tomorrow.

Our position has always been that any settlement with Howard requires a full general release from Howard for Shirley (for which she would reciprocate if you wish). Your refusal to include a release as part of the settlement discussion is a deal breaker.

I did not re-do the settlement documents as I said I would because of the issue of the release. In one last effort to settle, however, I have authority to do this:

Cash payment to Shirley (via our office) of \$50K by close of business tomorrow (7-16) and an additional \$500,000.00 no later than 7-23-2014 (close of business) and a full general release from Howard. Consent to remand and unwind the transfers from Strickland order.

Or –

Cash payment to Shirley (via our office) of \$100K by close of business tomorrow (7-16) and an additional \$550,000.00 no later than 7-23-2014 (close of business) with no release from Howard. Consent to remand and unwind the transfers from Strickland order.

If this is acceptable, I'll have the documents to you by noon tomorrow.

db

Desa Ballard
Ballard & Watson
Attorneys at Law
Telephone 803.796.9299
Facsimile 803.796.1066
E-mail: desab@desaballard.com, copy to mara@desaballard.com

From: Thomas W. Bunch, II [<mailto:TBunch@robinsonlaw.com>]
Sent: Friday, July 11, 2014 3:14 PM
To: Desa Ballard
Subject: RE: Hammer settlement; 1634 Main

Desa,

You have indicated that Shirley is unwilling to guarantee Howard any amount from the sale of the property. Although I understand your position, our offer was intended to hold firm on the accountings you have provided since those continue to go up while the sale price goes down. This brings into play the validity of the alleged expenses and the commercial reasonableness of the sale if we cannot settle. Without settlement, it further brings into play the bond amount, whether Shirley could even get a bond, and whether a buyer could secure a marketable title. Of course, if Howard prevails on appeal, which he should, then the plot really twists.

In light of these uncertainties and significant issues, and the mounting costs for our respective clients, Howard is agreeable to approving the sale at \$1.195mm. Shirley's recovery from the sale would be \$530m which includes payment of the 5% real estate commission. Liens existing at the time of the transfer (January 21) would be paid, and the balance would be paid to Howard.

All of this assumes that the buyer pays the full sales price of \$1.195mm. If the buyer discovers something in its due diligence and wants a price reduction, we would have to assess the significance of that issue and agree on how that reduction should be allocated. I would like to be more definitive on this issue, but don't have a better way to handle it now. We are open to suggestions. Maybe the contract can be drawn tightly enough so that there can be no price reduction, but that is up to the current owner of the property.

As for the appeal, you can let that ride its course, or you can seek to stay it. I'm not sure why you would want the possibility that Judge Strickland's order could be reversed looming over a sale, but that is also your call.

If the sale goes through and this agreement is followed by SH, we would dismiss the appeal if no decision has been rendered. There would be no need for a release or indemnity related to what has transpired as to 1634 Main for the last six months as Judge Strickland's order would be the law of the case, and we are not willing to give broad release you previously sent over.

Tommy

STATE OF SOUTH CAROLINA
IN THE SUPREME COURT

RECEIVED

JUL 28 2014

Appeal from Richland County
Joseph M. Strickland, Master-In-Equity
James F. Barber, Jr., Supervising Circuit Court Judge
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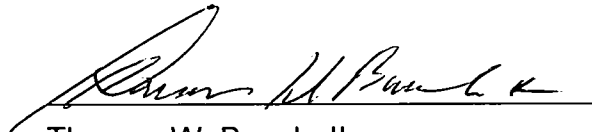
Shirley Hammer,

Respondent

PROOF OF SERVICE

I do hereby certify that on **July 28, 2014**, I caused to be served Appellants' Return to Respondents' Motion to Expedite in the captioned matter via hand delivery to the following individual(s) addressed as follows:

Desa Ballard, Esquire
Ballard & Watson
226 State Street
West Columbia, SC 29169



Thomas W. Bunch, II