THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-in-Equity

Case No.: 2005-CP-10-4101

The Milton P. Demetre Family Limited Partnership .....Appellant

v.

Harry Beckmann, III, Patricia P. Beckmann, Annie Ruth Hilton Crowley, Raymond Moody Crowley, Donald William Crowley, Harris L. Crowley, Jr., and Annie Ruth Crowley Atkinson .....Respondents

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APPELLANT'S PETITION FOR REHEARING REGARDING OPINION NO. 5263 FILED AUGUST 20, 2014

Appellant, the Milton P. Demetre Family Limited Partnership ("Demetre") respectfully submits this Petition for Rehearing regarding Opinion No. 5263 filed August 20, 2014 ("Opinion").

1. THE OPINION MISAPPREHENDS DEMETRE'S ARGUMENT AND CONFLICTS WITH K & A ACQUISITION GRP., LLC V. ISLAND POINTE, LLC, 383 S.C. 563, 682 S.E.2D 252 (2009) (THE DEED MUST BE CONSTRUED AS A WHOLE AND EFFECT GIVEN TO EVERY PART IF IT CAN BE DONE CONSISTENTLY WITH THE LAW.)

The Opinion misapprehends Demetre's argument, stating, "Further Demetre argued it was entitled to quiet title because the 1965 plat is recorded at the same location, page 158 of Plat Book C, as the 1920 Plat." (Opinion, p. 6). However, Demetre instead argues that his Deed to lots 209 and 210 Indian Avenue East ("Demetre's Deed") actually refers to the 1965 Plat.

Demetre's Deed refers to, "a plat of the lands of Folly Beach Corporation made by Jefferson Construction Company ***dated*** February 1920 and recorded in in RMC Office for Charleston County in Plat Book C at page 158." (Emphasis added). (R. p. 633). As found by the Opinion, both the 1965 Plat and the 1920 Plat are recorded in Plat Book C at page 158.

Demetre's Deed references a plat "***dated***" February 1920, not a plat "***recorded***" in February 1920. (Deed, R. p. 633) (". . . a plat of the lands of Folly Beach Corporation made by Jefferson Construction Company ***dated*** February 1920 and recorded in in RMC Office for Charleston County in Plat Book C at page 158") (emphasis added). Both the 1965 Plat and the 1920 Plat are dated February 1920. The "February 1920" date appears in two places at the top of the 1965 Plat as follows:

> BETWEEN THE CENTER LINE OF STREETS 760 FT.
> BETWEEN THE CENTER LINE OF AVENUES 200 FT.
> STREETS AND AVENUES 50 FT. WIDE.
> SCALE 1" IS 400' **CHAS. S.C. FEB. 1920**
>
> (Emphasis added). (1965 Plat, R. p. 659, Oversized Copy R. p. 1069).

Thus, the 1965 Plat is dated February 1920.[1]

However, the 1965 Plat depicts lots 209 and 210 Indian Avenue East ("Lots"), but the 1920 Plat does not. In determining the grantor's intent, the deed must be construed as a whole and effect

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[1] Neither the 1965 Plat nor the 1920 Plat states on its face who made it. The 1965 Plat has sometimes been referred to in this litigation as the "Weston" plat, but actually the only reference to "Weston" is its certification by "J.B. Weston" of "CHAS. CO. PUB. WKS. DEPT.," "I CERTIFY THAT THIS IS A REDUCED COPY OF THE ORIGINAL PLAT RECORDED IN PLAT BOOK 'C' AT PAGES 157 & 158." (1965 Plat, R. p. 659, Oversized copy R. p. 1069).

given to every part if it can be done consistently with the law. K & A Acquisition Grp., LLC v. Island Pointe, LLC, 383 S.C. 563, 581, 682 S.E.2d 252, 262 (2009).[2]

Interpreting the Deed to refer to the 1920 Plat instead of the 1965 Plat fails to give effect to the Deed's precise metes and bounds description of the lots "which will appear by reference to said plat:"

> Each of the said lots measuring and containing on the North and South lines seventy (70) feet and on the East and West lines One Hundred and Fifty (150) feet ***which will appear by reference to said plat*** (emphasis added).
>
> Butting and bounding to the North on marshland of Edward M. Seabrook; Lot Number 210 to the East on Third Street East and to the West on Lot Number 209 Indian Avenue, East; Lot Number 209 to the East on Lot Number 210 Indian Avenue, East and to the West on Lot Number 208 Indian Avenue, East; and each said lot to the South on Indian Avenue, East.
>
> A portion of TMS #: 328-10-00-132.
>
> (Deed to lots 209 and 210 Indian Avenue East, R. p. 633).

Thus, to give effect to every part of the Deed, the Deed must be interpreted to refer to the 1965 Plat. K & A Acquisition Grp., LLC v. Island Pointe, LLC, 383 S.C. 563, 581, 682 S.E.2d 252, 262 (2009) ("In determining the grantor's intent, the deed must be construed as a whole and effect given to every part if it can be done consistently with the law); Wayburn v. Smith, 239 S.E.2d 890, 270 S.C. 38 (1977); Windham v. Riddle, 381 S.C. 192, 201, 672 S.E.2d 578, 582-83 (2009); Gardner v. Mazingo, 293 S.C. 23, 358 S.E.2d 390, 391-92 (1987).

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[2] The Opinion cites K & A Acquisition Grp., LLC v. Island Pointe, LLC, 383 S.C. 563, 581, 682 S.E.2d 252, 262 (2009). (Opinion, p. 14).

2. THE OPINION MISAPPREHENDS THE CHAIN OF TITLE ASSERTED BY DEMETRE

The Opinion misapprehends the chain of title of Demetre's predecessor in interest ("Chain of Title") asserted by Demetre. The conveyances in the Chain of Title are by reference to the 1895 Tartus Plat, not the 1920 Plat. The 1895 Tartus Plat conveys all of Folly Island to the Folly River.

In Demetre's Chain of Title, only exceptions to the conveyances are described by reference to 1920 plats. The fact that the subject lots are not subdivided on the 1920 Plat shows that they are not ***excepted,*** not that they were not ***conveyed.*** (R. p. 539, Deed from Folly Beach Corporation to Folly Beach Improvement Company) ("Saving and excepting therefrom the lots on said Island described by the plats made in [illegible]uary and May 1920 by Jefferson Construction Co. and recorded in the R.M.C. Office aforesaid, heretofore conveyed by said Folly Beach Corporation to parties to wit . . . [specific lots listed].")

The Opinion cites the fact that the 1895 Tartus plat does not depict the lots. ("Neither the 1920 plat nor the 1895 Tartus plat depict the lots.") (Opinion, p. 15); (" . . . To the extent the master erred in finding the deed referenced the 1920 plat rather than the 1895 plat, we find no prejudice because neither plat depicts the lots Demetre claims.") (Opinion, p. 12, n. 15).

However, the 1895 Tartus Plat conveys the whole of Folly Island, "bounded . . . on the West by the Channel of the Folly River and Folly Creek . . . as delineated by the red line upon a certain 'Map of Folly Island or the Folly Islands made by A.G. Tartus Surveyors' . . ." (Deed from Folly Beach Corporation to Folly Beach Improvement Company) (R. p. 539); (1895 Tartus Plat, R. p. 658, Oversized Copy, R. p. 1067). Thus, the 1895 Tartus Plat necessarily includes the property which was later subdivided into the subject lots.

None of Folly Island was subdivided into lots at the time of the 1895 Tartus Plat. However the chain of title for the majority of lot owners on Folly Island today is based on conveyances

referencing that plat.[3] Since the whole of Folly Island to the Folly River was conveyed by the 1895 Tartus Plat, the conveyance necessarily included the area later subdivided into lots 209 and 210 Indian Avenue East.

The Opinion also states that the 1942 Deed refers to the 1920 Plat.[4] ("The 1942 Deed also refers to the 1920 plat")(Opinion, p. 2). However, the 1942 Deed does not refer to the 1920 Plat. (R. pp. 536 – 37).[5]

3. THE OPINION OVERLOOKS DEMETRE'S CITATION TO DREHER V. SOUTH CAROLINA DEPT. OF HEALTH AND ENVIRONMENTAL CONTROL, 730 S.E.2D 922, 399 S.C. 259 (CT. APP. 2012) IN WHICH THIS COURT QUIETED TITLE FOR DREHER WITH THE SAME CHAIN OF TITLE AS DEMETRE'S CHAIN OF TITLE IN THIS CASE

Despite the equal protection clauses of the federal and state constitutions providing that no person shall be denied the equal protection of the laws, the Opinion denies Demetre's request to quiet title based on the same chain of title by which this Court quieted title for Ann Dreher in Dreher v. South Carolina Dept. of Health and Environmental Control, 730 S.E.2d 922, 399 S.C. 259 (Ct. App. 2012). Equal protection requires "all persons to be treated alike under like circumstances and conditions, both in privileges conferred and liabilities imposed. GTE Sprint

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3 If Demetre is unable to quiet title today because his lots were not subdivided in 1895 at the time the Tartus Plat was made, then most Folly Island lot owners have clouded title.

4 The Opinion also refers to the 1942 Deed, which was recorded in 1943, as the 1943 Deed.

5 The Opinion also finds that the subject lots are not on the Charleston County Tax Map. ("Lots 209 and 210 are shown on the 1965 plat, but they do not appear on the 1920 plat or the Charleston County tax map.") (Opinion, p. 3). However, first, the Charleston County Tax Map is not in the Record on Appeal Second, the tract which includes the lots, which is paid by Demetre, is on the Charleston County Tax Map as TMS#: 328-10-00-244, formerly TMS# 328-10-00-132 in the name of Edward Seabrook.

Commc'ns Corp. v. Pub. Serv. Comm'n of South Carolina, 288 S.C. 174, 181, 341 S.E.2d 126, 129 (1986). U.S. Const. amend. XIV, § 1; S.C. Const. art. I, § 3.

Dreher's title derived from the same 1895 Tartus Plat as Demetre's title. Dreher v. South Carolina Dept. of Health and Environmental Control, 730 S.E.2d 922, 924, 399 S.C. 259, 263-64 (Ct. App. 2012). ("Attached to the deed is a plat recorded on December 9, 1895, showing the property described in the grant. Accordingly, Tract D is included in both the metes and bounds of the 1918 deed and within the surveyed boundaries of the 1895 plat. Based on Dreher's deed and subsequent chain of title, Tract D is, by legal description, on and part of shown Folly Island.")

In fact, a comparison of the 1920 Plat and the 1965 Plat shows that, just like in the subject property claimed by Demetre in the present case, Dreher's "Tract D" consists of several lots and part of an undeveloped roadway not shown on the 1920 Plat which are shown on the 1965 Plat. Dreher v. South Carolina Dept. of Health and Environmental Control, 399 S.C. 259, 730 S.E.2d 922, (Ct. App. 2012). ("Tract D Commences at the southeast corner of lot 809 East Cooper Avenue and extends to the edges of the marsh of Folly River and the approximately 290 feet to the west and back to the eastern line of 805 East Cooper Avenue and then back to the starting point at lot 809"); (R. p. 1068, 1920 Plat - Oversized Copy; R. p. 1069, 1965 Plat – Oversized Copy). Thus, Dreher and Demetre are identically situated in that Dreher's property had the same chain of tile as the subject property claimed by Demetre in the present case, but Dreher's title was quieted and Demetre's title was not.

4. THE OPINION OVERLOOKS DEMETRE'S ARGUMENT THAT EVEN IF DEMETRE'S DEED HAD REFERENCED THE 1920 PLAT, THE LOTS STILL CONVEYED

As discussed above, Demetre's Deed to lots 209 and 210 Indian Avenue East referenced the 1965 Plat, not the 1920 Plat. However, even if the Deed had mistakenly referenced the 1920 Plat, because the location of the lots was precisely set forth by a metes and bounds description, lots 209 and 210 Indian Avenue East would still have conveyed per the rules of deed construction.

a. That is certain which can be made certain.

A deed is not void for uncertainty, because there may be errors or an inconsistency, in some of the particulars. Generally the rule may be stated to be that the deed will be sustained, if it is possible from the whole description, to ascertain and identify the land intended to be conveyed. As that is certain which can be made certain, the description, if it will enable a person of ordinary prudence acting in good faith and making inquiries, which the description would suggest to him to identify the land, is sufficient. Brownlee v. Miller, 37 S.E.2d 658, 208 S.C. 252 (S.C. 1946); McNair v. Johnson, 78 S.E. 892, 95 S.C. 176 (1913).

b. A deed remains valid if an adequate description remains after rejection of erroneous part.

If the deed contains two descriptions, one correct and the other false in fact, the latter should be rejected as surplusage. If sufficient remains after rejecting a part of the description which is false, the deed will take effect. McNair v. Johnson, 78 S.E. 892, 95 S.C. 176 (S.C. 1913). Any particular of a description may be rejected, if it is manifestly erroneous, and enough remains to identify the land intended to be conveyed. Norwood v. Byrd, 1 Rich. 135, 42 Am.Dec. 406 (1845).

c. A construction rendering a deed valid is favored over one rendering it a nullity.

Provided it is not legally impossible for it to do so, an instrument intended to operate as a deed should so operate. Accordingly, an interpretation which will give a deed force will be adopted

in preference to one which will make it of no effect. A deed will not be construed as to render it a nullity as to any of the parties thereto, if, by any reasonable construction, such result can be avoided. 26A CJS Deeds § 183.

d. A deed must be interpreted to give effect to each of its parts.

The Opinion cites Hobonny Club, Inc. v. McEachern, 272 S.C. 392, 252 S.E.2d 133 (1979), for the proposition that a plat cited by a deed becomes part of the deed. However, in Hobonny, the plat controlled the description because, in that case, the plat was more precise than the words of the deed. Hobonny Club, Inc. v. McEachern, 272 S.C. 392, 398, 252 S.E.2d 133, 136 (1979) ("The specificity of the attached plats outweigh, in our judgment, the general terms of the descriptions in the grants in determining the intent of the grantor.")

e. The purpose and effect of a plat is a question of the intention of the parties.

The question as to the purpose and effect of a reference to a plat in a deed is ordinarily one as to the intention of the parties to be determined from the whole instrument and circumstances surrounding its execution. Lancaster v. Smith, Inc., 246 S.C. 464, 468, 144 S.E.2d 209, 211 (1965). All parts of a deed should be taken together and no part suffered to control absolutely over others. Richardson v. Register, 87 S.E.2d 40, 277 S.C. 18 (1955).

f. A clear, explicit, and certain description will not be varied by a generalized one.

Here, the Deed's metes and bounds description is clear, explicit, and certain. A deed will generally be sustained if it is possible from the whole description to ascertain and identify the land intended to be conveyed with reasonable certainty. A clear, explicit, and certain description of land in a deed will not be varied by a generalized or less definite description. 26A C.J.S. Deeds § 255.

g. Where there is doubt as to intention, an interpretation leading to injustice will be rejected.

Here, the Opinion considers the intent of Demetre's predecessor, Seabrook, to convey the property. In construing a deed in which doubt arises as to the real intention, an interpretation which plainly leads to injustice should be rejected, and one which does not produce unusual or unjust results, adopted. 26A CJS Deeds § 184.

h. A court will declare a deed void only after resorting to extrinsic evidence.

When intention is not expressed accurately in the deed, evidence *alliunde* may be admitted to supply it. The instrument is not thereby varied or contradicted but is explained or corrected. Gardner v. Mozingo, 358 S.E.2d 390, 293 S.C. 23 (1987); Smith v. Durant, 286 S.C. 80, 113 S.E.2d 349 (1960). A court will declare a deed void for uncertainty only where, after resorting to oral proof or after relying upon other extrinsic proof or evidence, that which was intended by the instrument remains a mere matter of conjecture, or where the description cannot be made applicable to but one definite tract. 26A C.J.S. Deeds § 51.

i. A plat does not invalidate lots where another method could be used to locate them.

A deed must be interpreted to give effect to every part of the document. In reviewing deeds, a court's first duty is to give effect to every word, sentence, and provision where possible to do so. The language of a deed must be so interpreted and applied as to be meaningful and valid. Thus, the construction of a deed will be adopted, if legally permissible, so as to give effect to the whole instrument and each word and term used. 26A C.J.S. Deeds § 202. Here, effect must be given to the metes and bounds description precisely describing the land.

j. A description from which a surveyor can locate the land is adequate.

A description is sufficient if it enables a person or ordinary prudence acting in good faith and making inquiries suggested by the description to identify the land. Brownlee v. Miller, 208

S.C. 252, 37 S.E.2d 658 (1946). Here, as evidenced by the 2005 Kennerty Topographic Survey, a surveyor was able to precisely identify the land. (Kennerty Topographic Survey, Oversized Document R. p. 1071).

5. THE OPINION MISAPPREHENDS DEMETRE'S ARGUMENT THAT THE MASTER'S ORDER CONFLICTS WITH BELUE V. FETNER, 251 S.C. 600, 164 S.E.2D 753 (1968)

The Master's Order conflicts with Belue v. Fetner, 251 S.C. 600, 164 S.E.2d 753 (1968). The parties' stipulation to Demetre's record title, given the current procedural posture of this case, equates to Demetre's good title.

The procedural posture is as follows:

a. The parties stipulated to Demetre's "record title" to the subject lots. (R. pp. 141 – 43).

b. Respondents asserted various affirmative defenses to Demetre's title, including adverse possession, but the master ruled against each of them. (Opinion, p. 10).

c. The Opinion clarifies that neither the State nor Respondents have title to the subject property. (Opinion, p. 15).

Belue v. Fetner, 251 S.C. 600, 606, 164 S.E.2d 753, 755 (1968), holds that, "When counsel enter into an agreed stipulation, the court will not go beyond such stipulation to determine the facts upon which the case is to be decided." The parties stipulated to Demetre's "record title" to the subject lots. (R. pp. 141 – 43). "Record title" is "paper title" or "title of record" and is, "A title as it appears in the public records after the deed is properly recorded." Blacks Law Dictionary, Eighth Edition (2004), p. 1523).

Record title means a chain of paper title. See Lynch v. Lynch, 115 S.E.2d 301, 236 S.C. 612 (S.C. 1960) ("The respondent had, by the deeds in her chain of title, the Will of her husband, and the plats, shown paper or record title in herself to a life estate in the Steele lands, of which the disputed area was a part."); Knight v. Hilton, 79 S.E.2d 871, 873 224 S.C. 452, 456 (S.C. 1954) ("It is clear that the legal or record title to the 50 acre tract is vested in the heirs-at-law of T. W. Knight and Cecil G. Knight. Possession is presumed to follow such title and the burden is on the respondent to prove all the facts necessary to establish adverse possession.").

"In the context of ownership of land, 'record title' is generally used to describe ownership of a particular parcel of real property by the person in whose name title appears in the official deed records, in contrast to one who claims ownership through unrecorded documents." High Knob Associates v. Douglas, 457 S.E.2d 349 (Va. 1995), *citing* Black's Law Dictionary 1274 (6th ed. 1990).

Respondents contend that their stipulation was only that the documents Demetre entered into evidence at trial were the same as the documents recorded in the Charleston County RMC office, but that would have been only a stipulation to the authenticity of the documents, not a stipulation that Demetre has record title to the subject property.

For the subject lots, Respondents claimed neither a prior recorded deed nor prior possession with an unrecorded deed. They claimed various affirmative defenses to Demetre's title, including adverse possession, but each of those defenses was ruled against. In an ejectment the legal title must prevail, when no equitable defense is available. 28A C.J.S. Ejectment § 10.

Thus, between Demetre and Respondents, under the current procedural posture of the case, where Respondents' stipulated to Demetre's record title, were ruled against on each of their

affirmative defenses, including adverse possession, and they claim no deed to the subject property, Demetre has good title to the subject property.

6. THE SEABROOKS' CONVEYANCES OVER TIME SHOWED BELIEF OF OWNERSHIP

Property conveyances from the subject area over more than a fifty-year period by Demetre's predecessors in interest, the Seabrooks, showed that they believed they owned the subject property. As far back as 1948, the Seabrooks began selling lots off the 200 block of Indian Avenue East. (R. p. 533 – 34). In 1948, Edward Seabrook, Sr. sold lot 201 Indian Avenue East. (R. p. 533 – 34). In 1949, he sold lot 202 Indian Avenue East. (R. p. 596 – 97). In 1950, he sold lots 203, 204, and 205 Indian Avenue East. (R. p. 639 – 40). As the 1965 Plat had not yet been recorded, the deeds to these lots identified them to be known as their respective lot numbers "when the property in the two hundred (200) block in Indian Avenue East is plotted and recorded." (R. p. 533 - 34, 596 – 97, 630 – 40). Later Demetre acquired these lots from their respective owners.

In 2002, Edward Seabrook, Jr. sold Demetre lots 206, 207, and 208 and the undeveloped roadway bounding riverward on the Huron Avenue East lots. (R. p. 599 – 604). In 2004, Seabrook, Jr. sold Demetre the subject lots 209 and 210 and the undeveloped roadways riverward of Respondents' lots. (R. p. 633 – 37). Thus, the Seabrooks' belief of ownership is shown by the fact that they sold lots off the 200 block of Indian Avenue East over more than a fifty-year period.

7. THE OPINION SHOULD CLARIFY DEMETRE'S OWNERSHIP TO THE ROADWAY

This case was remanded to the master for a determination of Demetre's title to all the highland riverward of Respondents' lots. (R. p. 877, *Demetre I* Opinion, Unpublished Opinion No. 2009-CP-029, Substituted and Refiled April 21, 2009) ("Demetre sought a declaration that he owns all the property between the Crowleys' and Beckmanns' lots and the mean high water mark,

and he sought to quiet any defects in his title to the land . . . Therefore, because the master failed to rule on Demetre's requests for a declaration of ownership and to quiet title to the portions of the lots above the mean high water mark, we remand this case to the master for a determination of this issue.") This area includes the fifty-foot-wide undeveloped roadway bounding on Respondents' lots 209 and 210 Huron Avenue East and lots 209 and 210 Indian Avenue East. The Opinion in this case found that neither the State, the Respondents, nor any other party owns the roadway. (Opinion, p. 11) ("Demetre argues the master erred in the following . . . (7) finding the State owns the undeveloped portion of the roadway riverward of Respondents lots when *Demetre I* affirmed only the Town's ownership to the end of the northeast corner of Lot 205. As to all findings regarding the necessity of the State as a party, the State or Respondents' interests in the subject property, and the interpretation of all plats other than as applied to the issues of Demetre's ability to quiet title in Lots 209 and 210, we agree and vacate those portions of the order on appeal.")

However, the Opinion should clarify that title is quieted in Demetre to the roadway bounding riverward on the Respondents' lots 209 and 210 Huron Avenue East and bounding on lots 209 and 210 Indian Avenue East.

CONCLUSION

For the foregoing reasons, title to the property in the undeveloped roadway bounding riverward on Respondents' lots 209 and 210 Huron Avenue East and bounding on lots 209 and 210 Indian Avenue East and the portions of lots 209 and 210 Indian Avenue East above the mean high water mark as shown on the Kennerty 2005 Topographic Survey (Oversized Document – R. p. 1071) should be quieted in the name of the Milton P. Demetre Family Limited Partnership

September 19, 2014

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THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

Mikell R. Scarborough, Master-in-Equity

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The Milton P. Demetre Family Limited Partnership .....Appellant

v.

Harry Beckmann, III, Patricia P. Beckmann, Annie Ruth Hilton Crowley, Raymond Moody Crowley, Donald William Crowley, Harris L. Crowley, Jr., and Annie Ruth Crowley Atkinson .....Respondents

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PROOF OF SERVICE

I certify that I have served a copy of Appellant's Petition for Rehearing Regarding Opinion No. 5263 Filed August 20, 2014 on Harry Beckmann, III, Patricia P. Beckmann, Annie Ruth Hilton Crowley, Raymond Moody Crowley, Donald William Crowley, Harris L. Crowley, Jr., and Annie Ruth Crowley Atkinson by depositing a copy of it in the United States Mail, postage prepaid, on September 19, 2014, addressed to their attorneys of record, Jefferson D. Griffith, III, Esquire, and Richard L. Witt, Esquire, Austin & Rogers, P.A., Post Office Box 11716, Columbia, South Carolina 29211.

September 19, 2014

Cain Denny, P.A.

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September 19, 2014

The Honorable Jenny Abbott Kitchings
Clerk of Court
South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

Re: The Milton P. Demetre Family Limited Partnership vs.
Harry Beckmann, III, et al
Appellate Case No. 2012-212136
Charleston County Court of Common Pleas Case No. 2005-CP-10-4101

Dear Ms. Kitchings:

Enclosed please find:

- the original and seven (7) copies of Appellant's Petition for Rehearing;
- the original and one (1) copy of the Proof of Service; and
- a $25 motion fee.

Please return stamped copies in the self-addressed envelope provided.

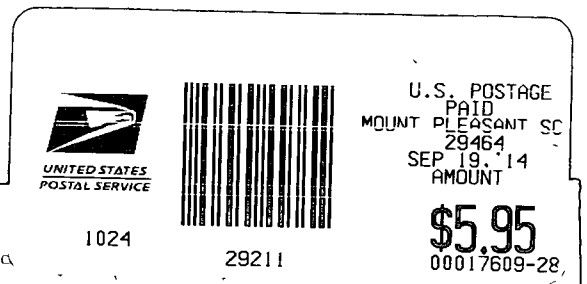
Best wishes.

Very truly yours,

Cain Denny

Cain Denny

c.c. Jefferson D. Griffith, III, Esquire
Richard L. Whitt, Esquire
Mr. Milton P. Demetre



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