

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

Vision Contracting, LLC,)
)
Plaintiff,)
)
vs.)
)
Rosiland Geter,)
)
Defendants.)
_____)

ORDER

Case No. 2012-CP-42-3287

RECEIVED

DEC 01 2014

SC Court of Appeals

This matter came before me pursuant to a Notice of Mechanic's Lien and Verified Statement of Account, Summons, Complaint and Lis Pendens, duly filed and served on the Defendant as a result of Plaintiff supplying labor and materials under the terms of a contract with Defendant on property owned by Defendant located at 126 Idlewood Circle, Spartanburg, SC 29307. Defendant filed a Counterclaim for breach of contract, admitting the contract, but alleging that Defendant failed to provide proof of Plaintiff's material purchases, labor times and an itemized list of the stage of completion and, therefore, Defendant refused to pay under the terms of the contract. Plaintiff filed a Response to the Counterclaim denying these allegations.

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SPARTANBURG COUNTY
2014 JUN 19 AM 9:25
M. J. STANLEY

A hearing was scheduled and held on May 22, 2014, and Robert Lee Jennings, Member/Manager of Vision Contracting, LLC, presented evidence, including copies of all bills for labor and materials expended on the job, proof of building permit, proof of insurance, and a copy of its contractor's license indicating that it was first issued on December 4, 2008 and that it was current at the time the contract was entered into by Plaintiff and Defendant, as required by Section 40-59-30(B), South Carolina Code of Laws, 1976 as amended.

At the conclusion of Plaintiff's direct testimony, Defendant's counsel examined Mr. Jennings and elicited evidence that the Notice of Mechanic's Lien did not contain the actual contractor's

license number of the Plaintiff. A Motion for Directed Verdict was made by the Defendant on the grounds that the contractor's license number was not on the face of the Mechanic's Lien, as provided for in Section 29-5-90, South Carolina Code of Laws, 1976 as amended. At that time, the Court recessed to allow both parties to file briefs.

The Court has reviewed the briefs submitted by Plaintiff and Defendant in the matter, as well as the testimony thus far presented in Court and the evidence introduced by the Plaintiff. I find that Plaintiff is a licensed contractor, that a contract was entered into between Plaintiff and Defendant for the Plaintiff to provide labor and materials on Defendant's property located at 126 Idlewood Circle, Spartanburg, South Carolina 29307, and that labor and materials were provided by the Plaintiff and that no money has been paid by the Defendant for the labor and materials. There no case law to the effect that failure to provide a license number on a Mechanic's Lien itself causes dissolution of the lien. Section 29-5-10, South Carolina Code of Laws, 1976 as amended, is the statute which establishes the substantive right of the contractor to place a Mechanic's Lien on property on which he has performed work. Section 29-5-90, South Carolina Code of Laws, 1976 as amended, sets out the requirements of a Mechanic's Lien, which, if not met, will cause the lien to be dissolved. There is no language in this section which would cause the dissolution of the lien in the event that the contractor's license number was not placed on the lien. Equity disfavors forfeiture. In this case, I find that there has been substantial compliance with the statutory requirements by the Plaintiff and the Defendant was totally aware of the work completed, that the Plaintiff was doing the work, and I, therefore, find that a Court of Equity should not dissolve Plaintiff's Mechanic's Lien. I, therefore, find and determine that the Motion for Directed Verdict should be denied and that the continuation of the final hearing in this matter should be scheduled at the earliest convenience of the Court and the parties.

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H. HOPE STANLEY
CLERK

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that Defendant's Motion for Directed Verdict is hereby denied.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that the continuation of the final hearing in this matter should be scheduled at the earliest convenience of the Court and the parties.

IT IS, SO, ORDERED on this 18 day of June, 2014.

Gordon G. Cooper
Gordon G. Cooper
Master-In-Equity for Spartanburg County

A CERTIFIED COPY

M. Hope Blawley

CLERK OF COURT
SPARTANBURG COUNTY
BY: M. Hope Blawley D.C.
DATED 10-19-14

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SPARTANBURG COUNTY
2014 JUN 19 AM 9:25
M. HOPE BLAWLEY

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

FORM 4

JUDGMENT IN A CIVIL CASE

COPY

CASE NO. 2012 CP-3287

Vision Contracting, LLC

Rosiland Getar

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: George Brandt, III	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> 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. See Page 2 for additional information.
- 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

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 (List amount(s) below)
		\$
		\$
		\$

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.

S/ Gordon G. Cooper
 Circuit Court Judge

3065
 Judge Code

6-18-2014
 Date

STATE OF SOUTH CAROLINA)
)
COUNTY OF SPARTANBURG)

IN THE COURT OF COMMON PLEAS

Vision Contracting, LLC,)
)
Plaintiff,)
)
vs.)
)
Rosiland Geter,)
)
Defendants.)

ORDER

Case No. 2012-CP-42-3287

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SC Court of Appeals

This matter came before me pursuant to an Order of Reference filed by the Plaintiff seeking a resolution of the matters raised in the Summons, Complaint and Lis pendens filed by the Plaintiff against the Defendant seeking to foreclose on a Mechanic's Lien for work done on property owned by the Defendant located at 126 Idlewood Circle, Spartanburg, South Carolina. Final hearings were held on May 22, 2014, August 14, 2014 and October 7, 2014. Present at the hearing was the Plaintiff who was represented by George Brandt, III of the Spartanburg County Bar. Defendant was present and represented by Thomas A. Belenchia of the Spartanburg County Bar. Based on the testimony and evidence admitted during the course of the hearing, I find that Plaintiff is a limited liability company organized and existing under the laws of the State of South Carolina, doing business in Spartanburg County, South Carolina. Robert L. Jennings is the sole owner of the Plaintiff and he is a licensed, commercial, general contractor in South Carolina. Defendant is the owner of a residence located at 126 Idlewood Circle, Spartanburg, South Carolina. I find that this Court has jurisdiction over the parties and the subject matter of this action.

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SPARTANBURG COUNTY
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M. H. B. ELLIOTT

I find that Plaintiff and Defendant entered into an oral agreement for Plaintiff to provide labor and materials for improvements to the residence owned by the Defendant. Plaintiff claims that

the parties agreed to a budget of \$50,000.00 for labor and materials. Defendant claims that the agreement was for all labor and materials to be supplied and for improvements totaling \$50,000.00. Notwithstanding the fact that there was not a written agreement, the Plaintiff began supplying materials and labor for the improvements. On or about July 12, 2012, Plaintiff ceased work on the project claiming that the Defendant breached their agreement by her failure to pay for the work performed to date. The Defendant claims that she did not pay because the Plaintiff did not furnish the original receipts for labor and materials supplied to the job, although Plaintiff agreed to supply copies of these receipt.

On July 19, 2012, Plaintiff filed its Notice of Mechanic's Lien claiming entitlement to a lien on Defendant's property in the amount of \$26,496.10 for work performed through July 12, 2012, plus attorney fees and costs, as provided in Section 29-5-90, South Carolina Code of Laws, 1976, as amended. Plaintiff filed this action on August 7, 2012 seeking the foreclosure of its Mechanic's Lien. Defendant filed her Answer and Counterclaim claiming that she had expended funds well in excess of her claim that the contract price of \$50,000.00 was to complete the job.

Based on the testimony of the parties and the exhibits produced and introduced into evidence at the final hearing, this Court finds that the parties did enter into an oral agreement for the Plaintiff to provide labor and materials for improvements to be made to the residence owned by the Defendant. This Court finds that the parties discussed a budget for the work to be done in the amount of \$50,000.00. However, the parties never entered into a written agreement, nor did they confirm the scope of the labor and materials to be furnished by the Plaintiff. Notwithstanding the failure of the parties to enter into a written agreement, Plaintiff, with the consent of the Defendant started to work on Defendant's property. Sometime early in July, 2012, Plaintiff furnished to Defendant the billing, which totaled to that time \$26,496.10, and Plaintiff requested payment from

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SPARTANBURG COUNTY
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the Defendant. Defendant failed to pay the outstanding amount due after representing to Plaintiff that the payment was forthcoming. On July 12, 2012, after not being paid, Plaintiff pulled off of the job and informed the Defendant that he could not continue to work if she was not going to pay the bills submitted. At that point, the Defendant also terminated whatever agreement she had with the Plaintiff. I find that all of the work done on the Defendant's property by the Plaintiff passed inspection and at no point prior to July 12, 2012 did Defendant register any complaint as to the quality of the work performed by the Plaintiff. Defendant has not paid any payments to the Plaintiff. Defendant comes to this Court claiming that Plaintiff should reimburse the Defendant for the costs of additional work that she claimed was contained in the scope of the work that was originally agreed to by the parties. Defendant failed to prove any basis for her refusal to pay the Plaintiff for work performed. I further find that the Defendant has failed to support her claim that the parties had agreed upon a total contract price with all of her claimed expenses within the scope of that contract. I, therefore, find that the Counterclaims of the Defendant are dismissed.

The Court has previously denied Defendant's request for a Summary Judgment based on the argument that the Plaintiff had failed to fully comply with the provisions of the Mechanic's Lien Statute. The Court ruled that the Plaintiff substantially complied with the statutory requirements and it would not be equitable to rule otherwise based on the actions of the Defendant in this matter.

After review of the pleadings, exhibits, testimony of the parties and other witnesses this Court, therefore, awards judgment in favor of the Plaintiff in the amount of \$26,496.10, plus attorney fees in the amount of \$9,195.00, and costs in the amount of \$255.00, for a total Judgment against the Defendant in the amount of \$35,946.10.

I further find that Plaintiff is granted a lien against the property described in the Lis Pendens filed in this matter owned by the Defendant, and that the property described therein shall be sold in

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[Handwritten signature]

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M. HOPE BLANKENHORN

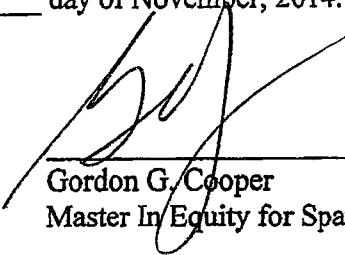
accordance with Section 29-5-10 et. seq., South Carolina Code of Laws, 1976, as amended, after due advertisement in the event of non-payment by the Defendant to the Plaintiff to satisfy the aforesaid Judgment.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Counterclaims of the Defendant are hereby dismissed.

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that Plaintiff is hereby granted Judgment against the Defendant in the amount of \$35,946.10.

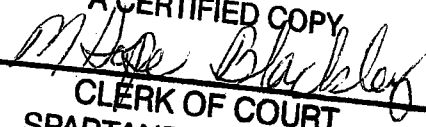

IT IS, FURTHER, ORDERED, ADJUDGED AND DECREED that Plaintiff is hereby granted a Mechanic's Lien against Defendant's property as described in the Lis Pendens filed in this matter, and that said property shall be sold, after due advertisement, at the next available Master's Sale in the event of non-payment by the Defendant to the Plaintiff to satisfy said Lien and Judgment.

IT IS, SO, ORDERED on this 7th day of November, 2014.



Gordon G. Cooper
Master In Equity for Spartanburg County

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SPARTANBURG COUNTY
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M. HOPE BLACKLEY

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CLERK OF COURT
SPARTANBURG COUNTY
BY:  D.C.
DATED November 17, 2014

#4


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

JUDGMENT IN A CIVIL CASE

CASE NO. 2012 CP-42-3287

Vision Contracting, LLC

Rosalind Geter

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: George Brandt, III

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. See Page 2 for additional information.
- 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

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 : If Defendant does not pay Judgment, the property is to be sold at the next available Master's Sale.

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 (List amount(s) below)
Vision Contracting, LLC	Rosalind Geter	\$35,946.10
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:
Spartanburg County Block Map #3-12-08-120.00 (126 Idlewood Circle, Spartanburg, SC 29307)

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.

Gordon G. Cooper
Master In Equity for Spartanburg County

3065
Judge Code

11-7-2014
Date

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2014 NOV 17 AM 10:35
M. H. HARRIS, CLERK

