



The South Carolina Court of Appeals

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March 04, 2015

The Honorable Richard A. Shirley
PO Box 8002
Anderson SC 29622-8002

REMITTITUR

Re: LNV Corporation v. Affordable Hospitality Group
Lower Court Case No. 2011CP0402728
Appellate Case No. 2013-002341

Dear Clerk of Court:

The above referenced matter is hereby remitted to the lower court or tribunal. A copy of the judgment of this Court is enclosed.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Jenny A. Kitchings".

CLERK

Enclosure

cc: Dowse Bradwell Rustin, IV, Esquire
Benjamin Rush Smith, III, Esquire
Ronald M. Childress, Esquire

Allen Mattison Bogan, Esquire
The Honorable Alexander S. Macaulay

THIS OPINION HAS NO PRECEDENTIAL VALUE. IT SHOULD NOT BE
CITED OR RELIED ON AS PRECEDENT IN ANY PROCEEDING
EXCEPT AS PROVIDED BY RULE 268(d)(2), SCACR.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

LNV Corporation, Respondent,

v.

Affordable Hospitality Group-Anderson, LLC;
Diversified Capital Investment Group, LLC; Jay Berlye;
Anderson County, South Carolina; and the State of South
Carolina, Defendants,

Of Whom Affordable Hospitality Group-Anderson, LLC;
Diversified Capital Investment Group, LLC; and Jay
Berlye are the Appellants.

Appellate Case No. 2013-002341

Appeal From Anderson County
Alexander S. Macaulay, Circuit Court Judge

Unpublished Opinion No. 2015-UP-070
Heard December 11, 2014 – Filed February 11, 2015

AFFIRMED

Ronald M. Childress, of Columbia, for Appellants.

Benjamin Rush Smith III and Allen Mattison Bogan,
both of Columbia, and Dowse Bradwell Rustin IV, of

2. As to whether the circuit court erred in determining no valid enforceable obligation arose between the parties because the loan was not closed within ninety days from the date of acceptance as expressly required by the loan commitment letter: *Robinson v. Robinson*, 365 S.C. 583, 585, 619 S.E.2d 425, 426 (2005) (noting a second motion for reconsideration is appropriate if it challenges something that was altered from the original judgment as a result of the initial motion (citation omitted)); *I'On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 422, 526 S.E.2d 716, 724 (2000) ("[T]he losing party generally must both present his issues and arguments to the lower court and obtain a ruling before an appellate court will review those issues and arguments."); *In re Timmerman*, 331 S.C. 455, 460, 502 S.E.2d 920, 922 (Ct. App. 1998) ("When a party receives an order that grants certain relief not previously contemplated or presented to the trial court, the aggrieved party must move, pursuant to Rule 59(e), SCRCP, to alter or amend the judgment in order to preserve the issue for appeal." (citation omitted)); *Fender & Latham, Inc. v. First Union Nat'l Bank of S.C.*, 316 S.C. 48, 50, 446 S.E.2d 448, 449-50 (Ct. App. 1994) (holding there was no enforceable contract between the parties because the offeree did not comply with the requirements of the offer); *Restatement (Second) of Contracts* § 60 (1981) (stating if an offer prescribes the manner of acceptance, the offeree must comply with its terms in order to create a contract).

3. As to all other issues: *Futch v. McAllister Towing of Georgetown, Inc.*, 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999) (holding that an appellate court need not review remaining issues on appeal when its determination of a prior issue is dispositive).

AFFIRMED.

FEW, C.J., and THOMAS and LOCKEMY, JJ., concur.