

**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**

William Parker and Dorothy  
Parker, Respondents,

v.

Pier Abdullah and Aazim  
Abdullah aka Lynwood K.  
Daniels, Appellants.

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Appeal From Orangeburg County  
Olin D. Burgdorf, Master-in-Equity

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Unpublished Opinion No. 2012-UP-107  
Heard January 25, 2012 – Filed February 22, 2012

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**AFFIRMED**

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Glenn Walters and R. Bentz Kirby, both of  
Columbia, for Appellants.

J. Christopher Wilson, of Bamberg, for Respondents.

**PER CURIAM:** Pier and Aazim Abdullah appeal the master-in-equity's award to William and Dorothy Parker of \$17,250 in damages and \$4,824.65 in costs and attorney's fees arising out of the breach of a lease agreement with the option to purchase. We affirm pursuant to Rule 220(b)(1), SCACR, and the following authorities:

1. As to the date the option to purchase expired: Patterson v. Reid, 318 S.C. 183, 185, 456 S.E.2d 436, 437 (Ct. App. 1995) ("A party cannot for the first time raise an issue by way of a Rule 59(e) [SCRCPP] motion which could have been raised at trial.").

2. As to the amount of damages awarded: Silver v. Aabstract Pools & Spas, Inc., 376 S.C. 585, 590, 658 S.E.2d 539, 541-42 (Ct. App. 2008) ("An action to construe a contract is an action at law. Likewise, '[a]n action for breach of contract seeking money damages is an action at law.'" (alteration by court) (citations omitted)); id. at 590, 658 S.E.2d at 542 ("When reviewing a judgment made in a law case tried by a master without a jury, the appellate court will not disturb the master's findings of fact unless the findings are found to be without evidence reasonably supporting them."); Conner v. Alvarez, 285 S.C. 97, 101, 328 S.E.2d 334, 336 (1985) ("Courts are without authority to alter a contract by construction or to make a new contract for the parties. Their duty is limited to the interpretation of the contract made by the parties themselves . . . regardless of its wisdom or folly, apparent unreasonableness, or failure to guard their rights carefully." (omission by court) (citations and quotation marks omitted)); Bell v. Bennett, 307 S.C. 286, 294-95, 414 S.E.2d 786, 791 (Ct. App. 1992) (holding issues not raised in appellate brief are deemed abandoned and prior rulings on those issues constitute the law of the case); Madren v. Bradford, 378 S.C. 187, 195, 661 S.E.2d 390, 395 (Ct. App. 2008) ("When calculating damages for breach of contract, damages should place a nonbreaching party in the position he would have enjoyed had the contract been performed.").

3. As to whether the refund of the Parkers' deposit constituted an accord and satisfaction: Linda Mc Co. v. Shore, 390 S.C. 543, 555, 703 S.E.2d 499, 505 (2010) ("The elements of an accord and satisfaction are (1)

an agreement between the parties to settle a dispute and (2) the payment of the consideration which supports the agreement."); *id.* at 555-56, 703 S.E.2d at 505 ("The debtor must intend and make unmistakably clear that the payment tendered fully satisfies the creditor's demand. Without an agreement to discharge the obligation there can be no accord, and without an accord there can be no satisfaction." (citations and quotation marks omitted)).

4. As to the award of attorney's fees: Laser Supply & Servs., Inc. v. Orchard Park Assocs., 382 S.C. 326, 340, 676 S.E.2d 139, 147 (Ct. App. 2009) ("The review of attorney fees awarded pursuant to a contract is governed by an abuse of discretion standard. . . . An appellate court will not reverse an award unless it is based on an error of law or is without any evidentiary support.").

**AFFIRMED.**

**FEW, C.J., and THOMAS and KONDUROS, JJ., concur.**