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IN THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM CHARLESTON COUNTY
Court of Common Pleas

R. Markley Dennis, Circuit Judge

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SC Court of Appeals

Appellate Case No. 2015-001644

Circuit Court Case Nos. 2012-CP-10-3857 and 2012-CP-10-3858

Shipwatch Condominium Association, Inc.,Appellant,

v.

Carolina Concrete Systems, Inc.; Sisroy Engineering, LLC; Robert G. Sisroy, individually; Terrence J. McKelvey; Glasgow Roofing, Inc.; Glasgow, Inc.; Spectech, Inc.; Sonneborn, Inc.; Chimney Sweeps, Inc.; Low Country Chimneys, Inc.; EFCO Corp.; W.C. Johnston Architectural Sales, Inc.; Charleston Glass Company, Inc.; First Exteriors, LLC; Acrocrete, Inc.; BASF Corp.; Gary Freeman Architect, Inc.; Gary Freeman, individually;Defendants,

Of Which Carolina Concrete Systems, Inc.; Sisroy Engineering, LLC; Robert G. Sisroy, individually; Terrence J. McKelvey; Glasgow Roofing, Inc.; Glasgow, Inc.; Sonneborn, Inc.; EFCO Corp.; W.C. Johnston Architectural Sales, Inc.; Charleston Glass Company, Inc.; First Exteriors, LLC; Acrocrete, Inc.; BASF Corp.; Gary Freeman Architect, Inc.; and Gary Freeman, individually; areRespondents.

Oscar Mendiondo, individually and as representative of a class of similarly situated owners of condominium units in the horizontal property regime known as Shipwatch Condominiums, Appellants,

v.

Carolina Concrete Systems, Inc.; Sisroy Engineering, LLC; Robert G. Sisroy, individually; Terrence J. McKelvey; Glasgow Roofing, Inc.; Glasgow, Inc.; Spectec, Inc.; Sonneborn, Inc.; Chimney Sweeps, Inc.; Low Country Chimneys, Inc.; EFCO Corp.; W.C. Johnston Architectural Sales, Inc.; Charleston Glass Company, Inc.; First Exteriors, LLC; Acrocrete, Inc.; BASF Corp.; Gary Freeman Architect, Inc.; Gary Freeman, individually;Defendants,

Of Which Carolina Concrete Systems, Inc.; Sisroy Engineering, LLC; Robert G. Sisroy, individually; Terrence J. McKelvey; Glasgow Roofing, Inc.; Glasgow, Inc.;

Sonneborn, Inc.; EFCO Corp.; W.C. Johnston Architectural Sales, Inc.; Charleston Glass Company, Inc.; First Exteriors, LLC; Acrocrete, Inc.; BASF Corp.; Gary Freeman Architect, Inc.; and Gary Freeman, individually; are Respondents.

GLASGOW ROOFING, INC.'S REPLY TO APPELLANT'S RETURN OF MOTION TO DISMISS APPEAL, MOTION TO STRIKE, & MEMORANDUM IN SUPPORT

Pursuant to Rule 240, SCACR, Glasgow Roofing, Inc. (hereinafter referred to as "Movant" or "Glasgow") hereby replies to Appellant's Return of Movant's motion to dismiss this appeal as to Movant and to strike the Movant from the caption as a respondent on the ground that they have been improperly named as parties to this appeal.

MEMORANDUM IN SUPPORT

In return of the Movant's motion to dismiss a party, the Appellant argues that the Movant is, in fact an adverse party, because the Movant disputed the Appellant's allegations in the underlying complaint.

Glasgow, as a named respondent to the appeal, filed an Initial Brief with its Motion to Dismiss in an attempt to comply with the SCACR. *See* SCACR 240(b). Furthermore, Glasgow stated in its initial brief "[a]lthough Glasgow does not agree that it is a proper Respondent in this matter – as it was not a party to Carolina Concrete Systems, Inc.'s motion and was not provided an opportunity to present evidence or argue its position during the hearing – it is nevertheless providing an Initial Brief out of an abundance of caution." Glasgow filed both their Motion to Dismiss and the Initial Brief in order to comply with the Rules and does not waive the Motion to Dismiss by filing the Initial Brief.

The Appellant is, of course, correct that Glasgow asserts that it should be granted Summary Judgment in part because of the reasons ruled upon by the Court. However,

this Court does not have the power to grant the relief that Glasgow seeks from the court below. Glasgow's arguments regarding the Statute of Limitations as applied to Glasgow should be heard independently and in addition to the ruling of the court below, which is precisely why Glasgow should be dismissed from this appeal. Though the claims against Glasgow in the underlying case should be dismissed, and could be construed to include some portion of the claims against Glasgow in some regard, the court's order being appealed concerns claims against another Defendant.

Similarly, that Glasgow is a named Defendant and adverse to the Appellant in the case below does not necessitate its participation in this appeal. The lower Court's dismissal of some claims against Carolina Concrete Systems was not effective against Glasgow. The Appellant is attempting to bind Glasgow to the decision of this Court without allowing Glasgow the opportunity for its day in court to argue its own motion, which relies on facts and evidence other than those presented by Carolina Concrete Systems. This amounts to an abrogation of Glasgow's rights under our system of laws and should not be allowed.

In light of the foregoing, the Movant requests that the Movant be dismissed as a party to the above captioned appeal and that their designation as a respondent be stricken from the caption.

[signature page to immediately follow]

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November 23, 2015
Charleston, South Carolina