

DESIGNATION OF MATTER OF APPELLANT

THE STATE OF SOUTH CAROLINA

In The Court of Appeals
[In The Supreme Court]

**APPEAL FROM HORRY COUNTY
COURT of COMMON PLEAS**

LARRY B. HYMAN JR. Circuit Court Judge

Case No. 2014-CP-26-01684

Appellant Case No: 2015-001210

Archie Howell,

Respondent,

v.

Christopher Chabot

Appellant,

DBA Autoworks,

APPELLANT CHRISTOPHER CHABOT'S

DESIGNATION OF MATTER

November 24, 2015

Christopher Chabot, Pro Se
4787 Dahlia Court #204
Myrtle Beach SC 29577

Other Counsel of Record
Neill Law Firm, PA
P.O. Box 2810
Murrells Inlet, SC 29576
Attorney for the Respondent

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Archie Howell VS Christopher E. Chabot

Case Number:	2013CV261041363	Court Agency:	Surfside Beach Magistrate Court	Filed Date:	09/09/2013
Case Type:	Civil	Case Sub Type:	Summons & Compl PS	File Type:	
Status:	Disposed	Assigned Judge:	Blanton, Gregory Derek		
Disposition:	Find for Plaintiff	Disposition Date:	02/14/2014	Disposition Judge:	Blanton, Gregory Derek
Original Source Doc:		Original Case #:			
Judgment Number:	2013CV261041363	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Howell, Archie	Archived Transcript of Judgment	Filing		03/20/2014-00:00		
Howell, Archie	Archived Judgment	Filing		02/14/2014-00:00		
Howell, Archie	Archived Judgment	Filing		02/14/2014-00:00		
Howell, Archie	Civil Court Rescheduled	Event		01/22/2014-10:30	02/14/2014-15:30	
Howell, Archie	Civil Court	Event		11/25/2013-11:00	11/25/2013-15:30	
Howell, Archie	Archived Court Summons	Filing		11/25/2013-00:00	02/14/2014-00:00	
Howell, Archie	Summons & Complaint/Process Server	Action		11/08/2013-08:57	11/25/2013-08:57	
Howell, Archie	Archived Court Summons	Filing		10/15/2013-00:00	02/14/2014-00:00	
Howell, Archie	Archived Court Summons	Filing		10/15/2013-00:00	02/14/2014-00:00	
Chabot, Christopher E.	Answer/Answer	Filing		10/14/2013-14:55	02/14/2014-14:55	
Howell, Archie	Summons & Complaint Documents	Filing		09/09/2013-08:59	02/14/2014-08:59	
Howell, Archie	Archived Summons S/C C/D	Filing		09/09/2013-00:00	02/14/2014-00:00	

6. Had the Plaintiff property repaired the vehicle, the would have been worth approximately \$9,000.00.
7. Because Defendant damaged the car's engine, the engine needed to be replaced. The cost to replace the engine is approximately \$4,300.00.
8. Plaintiff attempted to mitigate his damages by selling the car "AS IS" for \$3,000.00.
9. Because of Defendant's breach of contract, Plaintiff suffered damages of approximately \$6,000.00 for loss of the car's value plus \$600.00 in parts supplied to the Defendant.

SECOND CAUSE OF ACTION
(Negligence)

10. Each and every allegation alleged above is repeated verbatim herein.
11. Defendant owed a duty of care to the Plaintiff.
12. Defendant breached its duty by a negligent act or omission.
13. Plaintiff suffered damages as a proximate result of Plaintiff's breach of duty.
14. Plaintiff suffered damages of approximately \$6,000.00 for loss of the car's value plus \$600.00 in parts supplied to the Defendant.

THIRD CAUSE OF ACTION
(Breach of Warranty)

15. Each and every allegation alleged above is repeated verbatim herein.
16. The Defendant made express or implied warranties that the repairs would be made in a diligent, good and workmanlike manner.
17. As a direct and proximate result and consequence of Defendant's breach of its express or implied warranties that the repairs would be made in a diligent, good and workmanlike

manner, Plaintiff has suffered damages of approximately \$6,000.00 for loss of the car's value plus \$600.00 in parts supplied to the Defendant.

FOURTH CAUSE OF ACTION
(Misrepresentation)

18. Each and every allegation alleged above is repeated verbatim herein.
19. Prior to entrusting the car to Defendant, Plaintiff inquired as to Defendant's knowledge and expertise regarding working on the make and model of the automobile. Defendant assured Plaintiff that it was very experienced and would repair the automobile.
20. Defendant's representations were false.
21. The Defendant had a legal and/or equitable duty to the Plaintiff to communicate accurate and truthful information.
22. The Defendant breached his duty and is liable for negligent misrepresentation because Defendant made representations which were:
 - a. False.
 - b. Defendant knew or ought to have known of the falsity.
 - c. The representations were material and
 - d. Defendant intended the representations to be acted upon.
 - e. Plaintiff was not aware of the falsity and
 - f. Plaintiff relied upon the truth of the representations.
 - g. Plaintiff had the right to rely upon the representations.
 - h. Plaintiff has suffered consequential and proximate injury.
23. Defendant acted knowingly and with indifference to the truth or falsity of the statements.

24. As a result of the Defendant's misrepresentations, Plaintiff is entitled to actual, consequential, and punitive damages, as well as, the costs of this litigation including attorney fees.

FIFTH CAUSE OF ACTION
(VIOLATION OF SOUTH CAROLINA
CONSUMER PROTECTION CODE)

25. Each and every allegation alleged above is repeated verbatim herein.

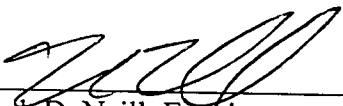
26. Defendant's actions violated the South Carolina Consumer Protection Code.

27. As a result of the Defendant's violation of the South Carolina Regulation of Manufacturers, Distributors, and Dealers Act, Plaintiff is entitled to actual, consequential, and treble damages, as well as, the costs of this litigation including attorney fees.

WHEREFORE, the Plaintiff respectfully requests that the court award the following relief:

1. Enter a judgment in favor of the plaintiff and against the Defendant for actual, punitive, statutory damages and attorney's fees in the amount of \$7,500.00, the jurisdictional limit of this honorable court.
2. Tax the costs of this action against the Defendant;
3. Award such other and further relief in favor of the Plaintiff as the court deems just and appropriate.

NEILL LAW FIRM, PA



Mark D. Neill, Esquire
P.O. Box 2810
Murrells Inlet, SC 29576
(843) 651-8580
Attorney for Plaintiff

Dated: 9/4, 2013
Murrells Inlet, South Carolina

STATE OF SOUTH CAROLINA
OF HORRY

Archie Howell,

Plaintiff,

Vs.

Christopher Chabot

DBA Autoworks,

Defendant,

THE SURFSIDE MAGISTRAT COUNTY
FOR THE 15TH JUDICAL COURT

CASE NO: 2013-CP-26-104-1363

Now Comes the Defendant Christopher Chabot DBA Autoworks, and hereby files their Answer and Affirmative Defenses to the Plaintiff's Complaint and states as follows:

FIRST CAUSE OF ACTION

(Breach Of Warranty)

1. Christopher Chabot lacks sufficient knowledge as to the nature of the defendants claim in paragraph one of the complaint. Chabot therefore denies these allegations and leaves the Plaintiff to his burden of proof.
2. Christopher Chabot admits that he is a resident of Horry County.
3. Christopher Chabot lacks sufficient knowledge as to the nature of the defendants claim in paragraph three of the complaint. Chabot therefore denies these allegations and leaves the Plaintiff to his burden of proof.
4. Denied as a conclusion of law. Chabot lacks sufficient knowledge as to the nature of the defendants claim in paragraph four of the complaint. Strict proof is hereby demanded.
5. Denied as a conclusion of law. Chabot lacks sufficient knowledge as to the nature of the defendants claim in paragraph five of the complaint. Strict proof is hereby demanded.

APPOG

6. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

7. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

8. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

9. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

SECOND CAUSE OF ACTION

(Negligence)

10. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied.

11. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

12. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

13. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

14. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

THIRD CAUSE OF ACTION

(Breach Of Warranty)

15. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied.

16. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

17. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

FOURTH CAUSE OF ACTION

(Misrepresentation)

18. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

19. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

20. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

APP 008

21. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

22. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment a through h and as such it is denied. Strict proof is hereby demanded.

23. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

24. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

FIFTH CAUSE OF ACTION

(Violation of South Carolina Consumer Protection Code)

25. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied.

26. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

27. Denied. Defendant lacks sufficient knowledge and information to form belief as to the truth of this averment and as such it is denied. Strict proof is hereby demanded.

WHEREFORE, Defendants asks this Honorable Court to dismiss with prejudice the above titled action

AFFIRMITIVE DEFENSES

As and for their affirmative defenses, the Defendant asserts and states the following.

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim for which relief may be granted.

SECOND AFFIRMATIVE DEFENSE

The claims contained in the Complaint are barred under the doctrines of waiver, estoppel and laches.

THIRD AFFIRMATIVE DEFENSE

The claims contained in the Amended Complaint are barred by the doctrine of unclean hands.

FOURTH AFFIRMATIVE DEFENSE

Plaintiffs fail adequately to plead their cause of action on all accounts with particularity.

FIFTH AFFIRMATIVE DEFENSE

Plaintiff failed to mitigate any damages that allegedly exist.

SIXTH AFFIRMATIVE DEFENSE

Plaintiffs' claim for breach of contract is barred in whole or in part by their non-performance.

SEVENTH AFFIRMATIVE DEFENSE

The Plaintiff's has not met all the requirements stated in his complaint as required by law.

EIGHTH AFFIRMATIVE DEFENSE

The Plaintiff's claim is barred by Collateral Estoppel, Judicial Estoppel and Equitable Estoppel.

NINTH AFFIRMATIVE DEFENSE

The Plaintiff's claim is barred by failure of consideration.

TENTH AFFIRMATIVE DEFENSE

The Plaintiff's claim is barred by Expressed assumption of risk.

WHEREFORE the Defendant asks this court to dismiss the Plaintiff's claim with prejudice. The Defendant reserves the right to amend his complaint and affirmative defenses as well as file a counter complaint and or cross complaint.

Respectfully Submitted,

Christopher Chabot, Pro Se

Christopher Chabot
216 E. Labonte Street
Conway, SC 29526

Christopher Chabot , plaintiff, et al VS Archie Howell

Case Number:	2014CP2601684	Court Agency:	Common Pleas	Filed Date:	03/17/2014
Case Type:	Common Pleas	Case Sub Type:	Use AP Case Type 910	File Type:	Non-Jury
Status:	Dismissed	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:	Other / Circuit Civil	Disposition Date:	10/06/2014	Disposition Judge:	Hyman, Larry B. Jr.
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Chabot, Christopher	Letter/Returning Documents	Filing		06/15/2015-12:56		
Chabot, Christopher	Filing/Filing Of returned mail	Filing		06/08/2015-09:19		
Chabot, Christopher	Filing Of Returned Mail	Filing		05/26/2015-13:42		
Chabot, Christopher	Form 4 issued Motion/reconsider dismissed FTP	Filing		05/07/2015-14:15		
Chabot, Christopher	Motion/Continuance	Motion		04/23/2015-14:13	04/23/2015-14:13	
Chabot, Christopher	Roster/Notice of Motions Roster Publication Sent	Action		04/01/2015-08:24		
Howell, Archie	Roster/Notice of Motions Roster Publication Sent	Action		04/01/2015-08:24		
Chabot, Christopher	Motion/Reconsider (Judge Hyman)	Motion		10/13/2014-12:42	05/04/2015-12:43	
Chabot, Christopher	Certificate/COC Mailing Copies of Court Orders	Action		10/08/2014-13:33	10/06/2014-13:33	
Chabot, Christopher	Form 4 issued Magistrate Appeal Dismissed.	Filing		10/06/2014-15:03	10/06/2014-15:55	
Chabot, Christopher	Filing/Filing Of Defendants Appeal, Motion to Vacate	Filing		10/02/2014-12:53	10/06/2014-12:55	
Chabot, Christopher	Filing/Filing Of returned mail	Filing		09/09/2014-10:35	10/06/2014-10:35	
Chabot, Christopher	Roster/Notice of Motions Roster Publication Sent	Action		08/26/2014-16:04	10/06/2014-16:04	
Howell, Archie	Roster/Notice of Motions Roster Publication Sent	Action		08/26/2014-16:04	10/06/2014-16:04	
Chabot, Christopher	Form 4 issued Appeal Con't	Filing		08/13/2014-12:08	10/06/2014-12:18	
Chabot, Christopher	Certificate/COC Mailing Copies of Court Orders Form 4	Action		08/13/2014-12:08	10/06/2014-11:24	

APP012

Chabot, Christopher	Motion/Continuance/order/cert of service	Motion		08/04/2014-13:58	08/06/2014-13:58	
Chabot, Christopher	Notice/Notice of change of address fro Pl. Christopher	Filing		08/04/2014-13:58	10/06/2014-09:51	
Howell, Archie	Roster/Notice of Motions Roster Publication Sent	Action		06/25/2014-13:52	10/06/2014-13:52	
Chabot, Christopher	Roster/Notice of Motions Roster Publication Sent	Action		06/25/2014-13:52	10/06/2014-13:52	
Chabot, Christopher	Return of the Civil Appeal, Magistrates Return on Civil	Filing		05/27/2014-08:18	10/06/2014-11:55	
Chabot, Christopher	Certified Return Receipt from Judge Blanton	Filing		03/21/2014-14:25	10/06/2014-14:26	
	Verification/Verified	Filing		03/18/2014-10:29	10/06/2014-10:29	
Chabot, Christopher	Magistrate Civil	Motion		03/17/2014-15:37	10/01/2014-15:36	
Chabot, Christopher	Appeal/Notice of Civil Appeal/Cert of Service	Action		03/17/2014-15:36	10/06/2014-15:34	

STATE OF SOUTH CAROLINA

COUNTY OF

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

CHRISTOPHER CHABOT Plaintiff(s)
AUTOWORKS

vs.

ARCHIE HOWELL Defendant(s)

Submitted By: CHRISTOPHER CHABOT
Address: 204 BEACHWALK PLACE
MYRTLE BEACH SC 29577

SC Bar #:
Telephone #:
Fax #:
Other:
E-mail:

2 14 -CP- 1684

FILED
CLERK OF COURT
2014 MAR 17 PM 3:56
MELANIE HUGGINS

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s), along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- JURY TRIAL demanded in complaint.
- NON-JURY TRIAL demanded in complaint.
- This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|--|
| <p>Contracts</p> <ul style="list-style-type: none"> <input type="checkbox"/> Constructions (100) <input type="checkbox"/> Debt Collection (110) <input type="checkbox"/> Employment (120) <input type="checkbox"/> General (130) <input type="checkbox"/> Breach of Contract (140) <input type="checkbox"/> Other (199) | <p>Torts - Professional Malpractice</p> <ul style="list-style-type: none"> <input type="checkbox"/> Dental Malpractice (200) <input type="checkbox"/> Legal Malpractice (210) <input type="checkbox"/> Medical Malpractice (220) Previous Notice of Intent Case #
20 -CP- <input type="checkbox"/> Notice of Filing Med Mal (230) <input type="checkbox"/> Other (299) | <p>Torts - Personal Injury</p> <ul style="list-style-type: none"> <input type="checkbox"/> Assault/Stander/Libel (300) <input type="checkbox"/> Conversion (310) <input type="checkbox"/> Motor Vehicle Accident (320) <input type="checkbox"/> Premises Liability (330) <input type="checkbox"/> Products Liability (340) <input type="checkbox"/> Personal Injury (350) <input type="checkbox"/> Verbal Abuse (360) <input type="checkbox"/> Other (399) | <p>Real Property</p> <ul style="list-style-type: none"> <input type="checkbox"/> Claim & Delivery (400) <input type="checkbox"/> Condemnation (410) <input type="checkbox"/> Foreclosure (420) <input type="checkbox"/> Mechanic's Lien (430) <input type="checkbox"/> Partition (440) <input type="checkbox"/> Possession (450) <input type="checkbox"/> Building Code Violation (460) <input type="checkbox"/> Other (499) |
| <p>Inmate Petitions</p> <ul style="list-style-type: none"> <input type="checkbox"/> PCR (500) <input type="checkbox"/> Mandamus (520) <input type="checkbox"/> Habeas Corpus (530) <input type="checkbox"/> Other (599) | <p>Administrative Law/Relief</p> <ul style="list-style-type: none"> <input type="checkbox"/> Reinstate Drv. License (800) <input type="checkbox"/> Judicial Review (810) <input type="checkbox"/> Relief (820) <input type="checkbox"/> Permanent Injunction (830) <input type="checkbox"/> Forfeiture-Petition (840) <input type="checkbox"/> Forfeiture-Consent Order (850) <input type="checkbox"/> Other (899) | <p>Judgments/Settlements</p> <ul style="list-style-type: none"> <input type="checkbox"/> Death Settlement (700) <input type="checkbox"/> Foreign Judgment (710) <input type="checkbox"/> Magistrate's Judgment (720) <input type="checkbox"/> Minor Settlement (730) <input type="checkbox"/> Transient Judgment (740) <input type="checkbox"/> Disbursements (750) <input type="checkbox"/> Transfer of Structured Settlement Payment Rights Application (760) <input type="checkbox"/> Confession of Judgment (770) <input type="checkbox"/> Petition for Workers Compensation Settlement Application (780) <input type="checkbox"/> Other (799) | <p>Appeals</p> <ul style="list-style-type: none"> <input type="checkbox"/> Arbitration (900) <input checked="" type="checkbox"/> Magistrate-Civil (910) <input type="checkbox"/> Magistrate-Criminal (920) <input type="checkbox"/> Municipal (930) <input type="checkbox"/> Probate Court (940) <input type="checkbox"/> SCJDOT (950) <input type="checkbox"/> Worker's Comp (960) <input type="checkbox"/> Zoning Board (970) <input type="checkbox"/> Public Service Comm. (990) <input type="checkbox"/> Employment Security Comm (991) <input type="checkbox"/> Other (999) |
| <p>Special/Complex /Other</p> <ul style="list-style-type: none"> <input type="checkbox"/> Environmental (600) <input type="checkbox"/> Automobile Arb. (610) <input type="checkbox"/> Medical (620) <input type="checkbox"/> Other (699) | <ul style="list-style-type: none"> <input type="checkbox"/> Pharmaceuticals (630) <input type="checkbox"/> Unfair Trade Practices (640) <input type="checkbox"/> Out-of-State Depositions (650) <input type="checkbox"/> Motion to Quash Subpoena in an Out-of-County Action (660) <input type="checkbox"/> Sexual Predator (510) | | |

Submitting Party Signature:

Date: MAR. 17, 2014

Note: Frivolous civil proceedings may be subject to sanctions pursuant to S.C. Code Ann. §15-36-10 et. seq.

2014 CP 26 1684

STATE OF SOUTH CAROLINA

COUNTY OF HORRY

2013 CV 261041363
CIVIL CASE NUMBER

CHRISTOPHER CHABOT

AUTOWORKS

PLAINTIFF(S)

NOTICE OF APPEAL

VS.

CIVIL/CRIMINAL APPEAL IN THE
MAGISTRATE/MUNICIPAL COURT

ARCHIE HOWELL
DEFENDANT(S)

FILED
IN COUNTY
MARCH 17 PM 3:37
CLERK OF COURT
ELANIE HUGHES-WARD

216 LABONTE ST.
CONWAY SC 29526
(ADDRESS & PHONE NO.)

The Plaintiff CHRISTOPHER CHABOT hereby gives notice of appeal from the judgment of the magistrate/municipal court in the above action, to the Circuit Court of Common Pleas, in the County of Horry.

The notice of appeal is made subsequent to personal notice of the judgment which was received on the 17 day of MARCH, 2001 2014

The appellant's exceptions of the judgment of the magistrate/municipal judge are set forth as follows:

- CONFLICT OF INTEREST BETWEEN JUDGE BLANTON AND ORIGINAL PLAINTIFF ARCHIE HOWELL. THE JUDGE SERVED WITH MRS HOWELL ON THE ROTARY CLUB. NO CREDABLE EVIDENCE PROVIDED IN CASE. EXPERT WITNESS UNRELIABLE. DIRECT INTEREST WITH CASE.

DATE: MARCH 17, 2014

CHRISTOPHER CHABOT
PLAINTIFF(S) OR ATTORNEY

MAGISTRATE OR MUNICIPAL
JUDGES' NAME:

216 LABONTE STREET.

GREGORY BLANTON

CONWAY SC 29526

843-957-2780
(ADDRESS & PHONE NO.)

2014 CP 26 1684

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice to Appeal and Civil Case Sheet was mailed pre-paid first class mail on March 12, 2014 to:

Surfside Magistrate Court
9630 Scipio Lane Myrtle Beach, SC 29588

And to:

Neil Law Firm PA
PO Box 2810
Murrells Inlet, SC 29576
Attorney for the Plaintiff

FILED
MELANIE HUGGINS-WARD
CLERK OF COURT
2014 MAR 17 PM 3:37
COUNTY

Respectfully Submitted,



Christopher Chabot
216 E. Labonte Street
Conway, SC 29526

APP 016

8.06
#2

STATE OF SOUTH CAROLINA)

COUNTY OF Horry)

Christopher Chabot Etal)

Plaintiff,)

vs.)

Archie Howell)

Defendant.)

IN THE COURT OF COMMON PLEAS
JUDICIAL CIRCUIT

PAID

CASE NO. 2014-CP-2600-1684

MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

HORRY COUNTY
14 AUG - 4 1:58
MELANIE HUGGINS-WARD
CLERK OF COURT
CLOCK IN TIME CANCELLED

Plaintiff's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____
---	---

MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information
Nature of Motion: Continuance
Estimated Time Needed: _____ Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type
 Written motion attached
 Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.
Christopher Chabot 2/4/14
Signature of Attorney for Plaintiff / Defendant Date submitted

SECTION III: Motion Fee
 PAID - AMOUNT: \$ _____
 EXEMPT: (check reason)
 Rule to Show Cause in Child or Spousal Support
 Domestic Abuse or Abuse and Neglect
 Indigent Status State Agency v. Indigent Party
 Sexually Violent Predator Act Post-Conviction Relief
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69)
 Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
 Other: _____

FILED
HORRY COUNTY
14 AUG - 7 PM-3:10
MELANIE HUGGINS-WARD
CLERK OF COURT

JUDGE'S SECTION
 Motion Fee to be paid upon filing of the attached order.
 Other: _____
JUDGE CODE _____
Date: _____

CLERK'S VERIFICATION
Collected by: JCH Date Filed: 8-4
 MOTION FEE COLLECTED: \$ 25
 CONTESTED - AMOUNT DUE: \$ _____

APPO17

STATE OF SOUTH CAROLINA
COUNTY OF HORRY COUNTY

Christopher Chabot
DBA Autoworks,
Plaintiff,
Vs.
Archie Howell,
Defendant,

THE COURT OF COMMON PLEAS
CASE NO: 2014CP2601684

PAID

FILED
HORRY COUNTY
HORRY COUNTY
14 AUG -7 PM 3:10
14 AUG 14 PM 1:58
MELANIE JENNINGS-WARD
CLERK OF COURT
MELANIE JENNINGS-WARD
CLERK OF COURT
CLOCK IN TIME CANCELLED

PLAINTIFF'S EMERGENCY MOTION FOR CONTINUANCE

Now Comes the Plaintiff Christopher Chabot DBA Autoworks, and hereby requests a continuance in the above entitled case for good cause.

1. The above case was appealed from the Surfside Magistrate Court for the Judicial Court bearing the case number of 2013-CP-26-104-1363.
2. The original case was heard by Honorable Judge Gregory Derek Blanton.
3. A judgment was filed against the plaintiff on March 26, 2014 in the amount of \$3,995.00 bearing a judgment case number of 2014CP2601875.
4. The Plaintiff Christopher Chabot then filed an appeal in the Court of Common Pleas.
5. The Court of Common Pleas then sent out instructions to the plaintiff but was not received due to the instructions being delivered to the wrong address.
6. When the Plaintiff Christopher Chabot learned of the instructions of taking a cd to the Magistrates office to get a burned copy of the hearing he immediately did so.

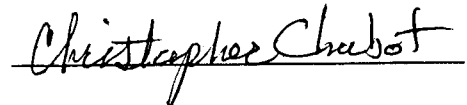
FILED
HORRY COUNTY
HORRY COUNTY
14 AUG -7 PM 3:10
MELANIE JENNINGS-WARD
CLERK OF COURT

APP 018

7. When arriving with a blank cd at the Magistrates office he learned that the Honorable Judge Blanton was out of town on vacation and that it would be a sometime before the cd would be ready for pickup.
8. Mr. Chabot recently was able to pick up the cd and has taken the cd to be transcribed for court purposes.
9. The transcriptionist noted that it the transcript of the original trial would not be finished before the August 6, 2014 court date in the Court of Common Pleas.
10. In the original trial the defendant Archie Howell was afforded a continuance in the lower court and the Plaintiff Christopher Chabot would like to have the same opportunity due to the events that have happened in this case.

WHEREFORE the Plaintiff asks this Honorable Court to grant an emergency continuance in this case.

Respectfully Submitted,



Christopher Chabot, Pro Se

Christopher Chabot

4784 Dahlia Court #204

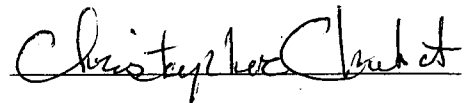
Myrtle Beach SC 29577

APP 019

7. When arriving with a blank cd at the Magistrates office he learned that the Honorable Judge Blanton was out of town on vacation and that it would be a sometime before the cd would be ready for pickup.
8. Mr. Chabot recently was able to pick up the cd and has taken the cd to be transcribed for court purposes.
9. The transcriptionist noted that it the transcript of the original trial would not be finished before the August 6, 2014 court date in the Court of Common Pleas.
10. In the original trial the defendant Archie Howell was afforded a continuance in the lower court and the Plaintiff Christopher Chabot would like to have the same opportunity due to the events that have happened in this case.

WHEREFORE the Plaintiff asks this Honorable Court to grant an emergency continuance in this case.

Respectfully Submitted,



Christopher Chabot, Pro Se

Christopher Chabot

4784 Dahlia Court #204

Myrtle Beach SC 29577

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing motion was mailed on August 3, 2014

Neill Law Firm, PA
P.O. Box 2810
Murrells Inlet, SC 29576
Attorney for the Plaintiff

FILED
Horry County
14 AUG -7 PM 3:10
MELANIE HUGGINS-WARD
CLERK OF COURT

Respectfully Submitted,

Christopher Chabot

Christopher Chabot
4784 Dahlia Court #204
Myrtle Beach SC 29577

STATE OF SOUTH CAROLINA
COUNTY OF HORRY COUNTY

THE COURT OF COMMON PLEAS
CASE NO: 2014CP2601684

Christopher Chabot
DBA Autoworks,
Plaintiff,

Vs.

Archie Howell,
Defendant,

HORRY COUNTY
14 AUG - 4 PM 1:58
MELANIE HIGGINS - MARCO
CLERK OF COURT

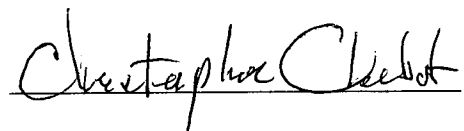
NOTICE OF PLAINTIFF CHRISTOPHER CHABOT'S NEW MAILING ADDRESS

Now Comes the Plaintiff Christopher Chabot DBA Autoworks, and hereby requests the honorable court to update his mailing address to:

Christopher Chabot
4787 Dahlia Court #204
Myrtle Beach, SC 29577

WHEREFORE the Plaintiff asks this Honorable Court to update the Plaintiff's mailing address.

Respectfully Submitted,



Christopher Chabot, Pro Se

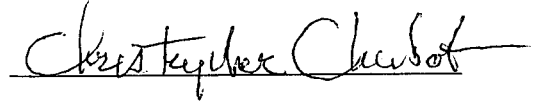
Christopher Chabot
4787 Dahlia Court #204
Myrtle Beach SC 29577

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing motion was mailed on August 3, 2014 to:

Neill Law Firm, PA
P.O. Box 2810
Murrells Inlet, SC 29576
Attorney for the Plaintiff

Respectfully Submitted,



Christopher Chabot
4784 Dahlia Court #204
Myrtle Beach SC 29577

HORRY COUNTY
14 AUG -4 PM 1:58
MELANIE HUGGINS-WARD
CLERK OF COURT

Wed.
#23

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2014CP2601684

Christopher Chabot Autoworks

Archie Howell

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: **CLERK OF COURT**

Attorney for: Plaintiff Defendant
 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), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit);
 Rule 43(k), SCRCP (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j) SCRCP; 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: _____

FILED
HORRY COUNTY
1 AUG 13 PM 12:08
CLERK OF COURT

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:

Appeal continued.

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)
N/A	N/A	N/A

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.

[Handwritten Signature]

Circuit Court Judge

2152

Judge Code

8/6/2014

Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on, to attorneys of record or to parties (when appearing pro se) as follows:

Christopher Chabot 204 Benchwalk Place Myrtle Beach, SC 29572

Archie Howell 216 Labonite Street Conway, SC 29526

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter Natalie Dahl

Melanie Huggins-Ward - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA
COUNTY OF HORRY COUNTY

THE COURT OF COMMON PLEAS
CASE NO: 2014CP2601684

Christopher Chabot
DBA Autoworks,
Plaintiff,

Vs.

Archie Howell,
Defendant,

FILED
HORRY COUNTY
14 OCT -2 PM 12: 53
MELANIE HUGGINS-WARD
CLERK OF COURT

**DEFENDANTS APPEAL, MOTION TO VACATE AND DISMISS THE PLAINTIFF'S
CLAIMS WITH PREJUDICE**

Now Comes the Defendant Christopher Chabot doing business as Autoworks appeal and motion to vacate the Surfside Magistrates Court ruling and dismiss the Plaintiff's Archie Howell's claim against the Defendant with prejudice.

STATEMENT OF FACTS

The plaintiff filed complaint against the defendant and his business on September 9, 2013 in the surfside magistrate court bearing the case number 2013CV261041363.

The Honorable Blanton was the sitting judge in the case.

The bench trial was held on January 22, 2014

Judge Blanton found in favor of the plaintiff in the amount of \$3,995.00

The defendant filed an appeal to the court of common pleas.

BENCH TRIAL OVERVIEW AND BASIS FOR APPEAL

The Plaintiff and the Plaintiff's attorney misrepresented the facts in their original complaint to the court.

In the Plaintiff's original complaint they stated "Plaintiff and Defendant entered into a contract in which Defendant represented that it could repair Plaintiff's automobile by replace the engine valves. The automobile is a 2002 BMW 745. Plaintiff supplied the Defendant with \$600.00 in parts which he required to perform the work" (See Exhibit A Page 1, #4). The plaintiff reinstates again on page 2 number 9 and 14 "Because of Defendant's breach of contract. Plaintiff suffered damages of approximately \$6,000.00 for loss of the cars value plus \$600.00 in parts supplied to the Defendant." (See Exhibit A Page 2-3, # 9, 14, 17)

In fact his testimony states the complete opposite as of the initial complaint. The Plaintiff testified that "I took the car to Joe Tunning" (See Exhibit B Page 5, line 10) The Plaintiff goes to say "I gave him some money to buy some parts for it" (See Exhibit B Page 5, line 14) yet in his complaint over and over again he states he gave it to the defendant. The plaintiff never talked to the defendant gave him any neither monies nor parts. On cross examination he reinstated his testimony by stating "that is correct" when he was asked "the car was brought to.. Joe Tunning.. would this be the same Joe that owns Twisted Off-Road" (See Exhibit B Page 12 lines17-19) and on (See Exhibit B Page 13 lines1-5) The defendant asked the Plaintiff "you said you paid six hundred dollars.. I believe.. who was that given to" The Plaintiff answered "that was Joe Tunning" There was never a contract between the Plaintiff and the Defendant. The only contract was between the Plaintiff's and Joe Tunning. The same Joe Tunning who was his expert witness, Joe Tunning is unqualified to be an expert witness in this case furthermore was highly prejudicial against the Defendant.

The court erred in letting Joe Tunning testify in this case. He was unqualified and was highly prejudicial in this case. The plaintiff stated in his testimony about Joe Tunning “when he looked at it..um he decided it was something that was out of his realm... because he did not have the capability to fix that” (See Exhibit B Page 5 line14-18). Joe Tunnings testimony stated when he purchased the parts he talked to the guy “that kinda told me what was the easiest way to do it..and I felt comfortable in doing it..but I didn’t know the motor” (Exhibit B Page 20 line 9-17) His extent in his own words of being an expert was “from basic maintenance to lift kits..rims..tires..some general maintenance repair”(Exhibit B page 14 Line 11-13) Joe Tunning is not a registered entity and he defined his work by “under the table stuff” (Exhibit B Page 17 line 23)

In addition to the Plaintiff’s expert witness being unqualified and prejudicial, it was he himself who took apart the vehicle. “I was kinda ready to do it.. I went and popped the hood took the engine cover off.. there was so much going on.. under there I am not a BMW kinda person.. could have done it.. maybe.. but that wasn’t a chance I was taking.. because if I couldn’t afford to fix it.. if I broke it” See (Exhibit B, Page 20-21, line 24-2)There is no way to know what Mr. Tunning did to the vehicle. In fact matter he could done something to the vehicle, not put it back together and he supposedly drove it to Autoworks which could have caused the damage. The Defendant stated multiple defenses that the plaintiff could not be entitled to his claims. The Plaintiff’s attorney has made false claims in his complaint to the court which has been proven above.

The plaintiff fails to state that there was no contract between the two parties and therefore a breach of contract, breach of warranty, negligence, misrepresentation, and the violation of South Carolina consumer protection code fail to be acceptable claims when no contract existed. There

was no offer, acceptance, or consideration in this case between the Plaintiff and the Defendant.

There were no terms as the plaintiff Archie Howell testified between him and the defendant.

Without any terms there cannot be any terms which can be breached. The plaintiff in addition claims he incurred damages but was merely statements and no evidence was offered to what he claimed in which must be proven in order to receive compensation for those damages.

The Plaintiff's counsel in his complaint identified that the vehicle was worth \$9,000.00 (See Exhibit A Page 2 #6), but during the trial the trial in his opening statements said the "bluebook value is seventy two hundred on it" (See Exhibit B Page 3 Page 12 line 14-15). In addition to the Plaintiff's damages he never produced any blue book records or pictures of the vehicle to determine its worth as to the condition. He argues that he's entitled to receive \$600.00 in parts that he paid to the Defendant but as noted above that the Defendant never received any monies or parts from the plaintiff. The money was given to Joe Tunning. In the trial he said he had Sonny's Auto body tow the vehicle but again no receipt was produced. (See Exhibit B Page 9 line 18).

The plaintiff in his testimony said he had the vehicle towed to Hughes Automotive where he has the vehicle checked out, yet once again no estimate was produced no receipts from Hughes Automotive not even a diagnosis of what was wrong with the vehicle although testified that Hughes Automotive tried to fix the valve and told the plaintiff he needed a new engine. (See Exhibit B Page 10 line 6-7 & page 11 line 11-12). Conveniently the plaintiff sold the car to Billy Hughes of Hughes Automotive. He stated that "ended up just selling the car.. to Billy Hughes.. aw .. for .. aw.. I believe.. it was three thousand dollars" (See Exhibit B Page 11 Line 6-8) It all seems a little suspect when the plaintiff couldn't remember what he sold his car for especially when he could not produce any of the mentioned above items. The plaintiff fails produce any

proof of damages which his claims rely on. For what anybody knows the plaintiff could still have the vehicle.

The defendant is not responsible for any claims that the plaintiff incurred if he incurred any. The plaintiff took the vehicle to Twisted Off Road and Joe Tunning. He gave Joe Tunning the six hundred dollars not to the defendant Christopher Chabot. Joe Tunning worked on the vehicle who was unqualified to do so. He drove the vehicle to Autoworks. The defendant told Mr. Tunning that he had a lot of work. Mr. Chabot never got the chance to look or ever touch the vehicle before it was removed from his shop. On numerous occasions in the trial if the plaintiff was asked if he had a ro (repair order) or a work order from Autoworks, the plaintiff stated "I do not" (See Exhibit B Page 13 Line 7-11)

The plaintiff is responsible for taking a vehicle that he claims is worth such value to a guy who works on lift kits. He is responsible for not asking Mr. Tunning for his expertise to see if he was qualified to work on the vehicle.

Wherefore the defendant asks this honorable court to vacate the lower court's ruling and dismiss any and all claims against the defendant with prejudice.

DEFENDANTS APPEAL TO THE PLAINTIFFS

FIRST CAUSE OF ACTION

(BREACH OF CONTRACT)

The Defendant herein reinstates all above statements and exhibits.

As specified above there was never a contract between the plaintiff and the defendant. As the plaintiff and the plaintiffs witness testified that the vehicle was brought to Joe Tunning of Twisted Off Road (the plaintiff's expert witness). The defendant testified that he never talked to the plaintiff about any terms of a contract. The defendant failed to meet any of the elements

regarding a breach of contract. There was neither an offer acceptance nor consideration. Within a breach of contract there has to be terms in which were breach but the defendant in his own testimony testified that he didn't have any set terms with the defendant. Moreover the defendant proved no damages showed no receipts, no invoices, no work orders, no blue book values, no estimates, no pictures of the condition of the car, especially the sale of the car. In RoTec Services, Inc. v. Encompass Services, Inc., 359 S.C. 467, 473, 597 S.E.2d 881, 884 (Ct. App. 2004) the appellat court found that , "Encompass has failed to allege any facts which would tend to prove Rotec committed a fraudulent act accompanying its alleged breach of contract." The Court of Appeals of South Carolina standard of review in the Maro v. Lewis, 697 S.E.2d 684 (S.C. Ct. App. 2010) stated "This being an action for the breach of contract, the burden was upon the [plaintiff] to prove the contract, its breach, and the damages caused by such breach." Fuller v. E. Fire & Cas. Ins. Co., 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962). "The general rule is that for a breach of contract the defendant is liable for whatever damages follow as a natural consequence and a proximate result of such breach." *Id.* The court of appeals reversed and remanded the case due to the plaintiff did not prove all the necessary elements to prove a breach of contract had taken place.

"The purpose of an award of damages for breach of contract is to put the plaintiff in as good a position as he would have been in if the contract had been performed." Minter v. GOCT, Inc., 322 S.C. 525, 528, 473 S.E.2d 67, 70 (Ct. App. 1996). "The proper measure of compensation is the loss actually suffered by the plaintiff as a result of the breach." *Id.*

There is simply no way of knowing the proper compensation if there is to be compensation to be had in this case. The value of the car or damages lost was never presented in court. There is no diagnosis of what was wrong with the vehicle when he supposedly testified (hearsay that should

have not been allowed) what somebody told him that he needed. There is no way of knowing even if he sold the vehicle. Without the proof of damages; damages cannot be given.

Wherefore the defendant asks this honorable court to vacate the lower court's ruling and dismiss any and all claims against the defendant with prejudice.

DEFENDANTS APPEAL TO THE PLAINTIFFS

SECOND AND FOURTH CAUSE OF ACTION

(NEGLIGENCE AND MISREPRESENTATION)

The Defendant herein reinstates all above statements and exhibits.

The Defendant has shown that there was no contract between him and the Plaintiff, in fact that he never met the plaintiff nor contacted with him to fix his vehicle. There was no misrepresentation on his part and there for the plaintiffs claim fall flat and cannot be justified nor the elements met.

In order to state a claim for negligent misrepresentation a plaintiff must show (1) the defendant made a false representation to the plaintiff; (2) the defendant had a pecuniary interest in making the statement; (3) the defendant owed a duty of care to communicate truthful information to the plaintiff; (4) the defendant breached that duty; (5) the plaintiff justifiably relied on the representation; and (6) the plaintiff suffered a pecuniary loss as a result of such reliance.

Redwend Ltd. P'ship v. Edwards, 354 S.C. 459, 473, 581 S.E.2d 496, 504 (Ct. App. 2003) , all which the Plaintiff cannot meet.

It has been well established that "there can be no liability for casual statements, representations as to matters of law, or matters which plaintiff could ascertain on his own in the exercise of due diligence." Robertson v. First Union Nat'l Bank, 350 S.C. 339, 348, 565 S.E.2d 309, 314 (Ct. App. 2002) (quoting West v. Gladney, 341 S.C. 127, 134, 533 S.E.2d 334, 337 (Ct. App. 2000)).

A claim for negligent misrepresentation is predicated upon the transmission of a negligently made false statement. See Armstrong v. Collins, 366 S.C. 204, 220, 621 S.E.2d 368, 376 (Ct. App. 2005); Sauner v. Pub. Serv. Auth. of S.C., 354 S.C. 397, 407, 581 S.E.2d 161, 166 (2003); Robertson v. First Union Nat'l Bank, 350 S.C. 339, 349, 565 S.E.2d 309, 315 (Ct. App. 2002); Brown v. Stewart, 348 S.C. 33, 42, 557 S.E.2d 676, 680-81 (Ct. App. 2001); West v. Gladney, 341 S.C. 127, 134, 533 S.E.2d 334, 337 (Ct. App. 2000). Like negligent misrepresentation, an actionable fraudulent misrepresentation case requires there first be a false representation predicated upon misstatements of fact rather than upon expression of opinion, intent, or confidence that the deal would be satisfactory. See Bishop Logging Co. v. John Deere Indus. Equip. Co., 317 S.C. 520, 526-27, 455 S.E.2d 183, 187 (Ct. App. 1995) (finding statements by equipment seller concerning expected performance of logging system were opinions as to future performance and could not be basis for claim of fraud).

More specifically, the alleged false representation must be of a present or pre-existing fact. See Spires v. Acceleration Nat'l Ins. Co., 417 F. Supp. 2d 750, 755-56 (D.S.C. 2006) (applying South Carolina law). The negligent representation cannot be based on unfulfilled promises or statements as to future events. See Fields v. Melrose Ltd. P'ship, 312 S.C. 102, 105, 439 S.E.2d 283, 285 (Ct. App. 1993).

No right to rely In addition to showing that a false representation was made, a plaintiff must also show that it had a right to rely on such representation in order to pursue a claim for either negligent misrepresentation or fraudulent misrepresentation. See GSM Dealer Servs., Inc. v. Chrysler Corp., 32 F.3d 139, 142 (4th Cir. 1994) (applying South Carolina law). When there is no fiduciary relationship between the parties and the situation involves an arm's length

transaction between mature, educated parties, there is no right to rely. Lands Inn, Inc. v. Branch Banking and Trust Company of South Carolina, C.A. No. 2:98-158-23 (S.C. Com. Pl. April 12, 1999) (citing Florentine Corp. v. PEDA I, Inc., 339 S.E.2d 112, 114 (S.C. 1985))

Wherefore the defendant asks this honorable court to vacate the lower court's ruling and dismiss any and all claims against the defendant with prejudice.

DEFENDANTS APPEAL TO THE PLAINTIFFS

THIRD CAUSE OF ACTION

(BREACH OF WARRANTY)

The Defendant herein reinstates all above statements and exhibits.

The Defendant has filed for breach of warranty against the defendant.

In order to have a claim for breach of warranty claim there had to have a warranty given. As stated above the Plaintiff took the car to Twisted Off Road and contracted with Joe Tunning to fix his vehicle not the Defendant. The plaintiff never spoke to the plaintiff and never contracted with the plaintiff.

South Carolina law allows people injured by defective products to recover damages under three contract theories: breach of an express warranty, breach of an implied warranty of

merchantability; and breach of an implied warranty of fitness for a particular purpose. *See*

Herring v. Home Depot, Inc., 350 S.C. 373, 379-80, 565 S.E.2d 773, 776 (Ct. App. 2002)

("Breach of warranty is an action affirming the contract."). All which are based when an action has taken place affirming a contract. Here the defendant has already proven that no contract had taken place. Reinserting the fore mention statements and exhibits to that there was neither offer acceptance nor consideration. The plaintiff never testified to any terms or anything that the defendant told him because the defendant never spoke to the plaintiff. The plaintiff could have

never implied a warranty to a defendant he never spoke to or saw. There is no doubt, however, that a plaintiff who asserts breach of warranty must prove only that his contractual expectations were not fulfilled. See Gasque v. Eagle Mach. Co., 270 S.C. 499, 502-03, 243 S.E.2d 831, 831-32 (1978) The defendant has shown that there was no contract between the plaintiff and the defendant and therefore the plaintiffs failed to meet his burden on any of his claims.

In order to have a claim for a breach of warranty the defendant had to be at least a participant See Spring Mill Townhomes v. Osla Fin. Servs., Inc., 465 N.E.2d 490, 493 (Ill.App.Ct.1983) (holding that a homeowners' association did not have standing to bring an action for breach of an implied warranty of habitability, in part, because individual participation would have been necessary) the defendant participate anywhere in this case. Again there was no contract in this case between the plaintiff and the defendant.

The plaintiff's counsel has gone overboard again in his complaint on (Exhibit A Page 2 #16) when he claimed that " the defendant mad express or implied warranties that the repair would be made in a diligent good and working manner" There is not one shred of testimony from the plaintiff that he says the defendant spoke to him and expressed or implied a warranty. Again this claim is purely a fabricated story by the plaintiffs side.

Wherefore the defendant asks this honorable court to vacate the lower court's ruling and dismiss any and all claims against the defendant with prejudice.

DEFENDANTS APPEAL TO THE PLAINTIFFS

FIFTH CAUSE OF ACTION

(VIOLATION OF SOUTH CAROLINA
CONSUMER PROTECTION CODE)

The Defendant herein reinstates all above statements and exhibits.

The plaintiff's counsel claims that the plaintiff is entitled under the South Carolina regulation of manufacturers' distributors and dealers act. Under the act section 56-15-10 they are defined as follows: (h) "Dealer" or "motor vehicle dealer", any person who sells or attempts to affect the sale of any motor vehicle. (b) "Manufacturer," any person engaged in the business of manufacturing or assembling new and unused motor vehicles. (g) "Distributor", any person who sells or distributes new motor vehicles to motor vehicle dealers or who maintains distributor representatives within the State. All which do not apply to the defendant. This act does not have anything to do with the defendant. The plaintiff's counsel again is grasping for straws and making us some false claims against the defendant. The defendant did not contract with the plaintiff to fix his vehicle and without a contract his claims on the violation of South Carolina consumer protection code because the defendant didn't owe any duty to him.


Wherefore the defendant asks this honorable court to vacate the lower court's ruling and dismiss any and all claims against the defendant with prejudice.

CONCLUSION

The plaintiff, plaintiff's counsel, and plaintiff's expert witness have completely been bootstrapping the legal system with there made up false allegations which is apparent by this motion and exhibits. The defendant is a pro se litigant who should have been construed literally. To allow an unqualified highly prejudicial expert witness in a case and so much hearsay is

irrational. In addition to allow a judgment against a defendant who had no contact with the plaintiff is unconceivable especially when he has not met his burden of proof on any of his claims. The legal process follows precedent cases and to allow this judgment to stand would be highly unjust not only to the defendant but to the justice system. Wherefore the defendant asks this honorable court to vacate the lower court's ruling and dismiss any and all claims against the defendant with prejudice.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Ch. Chabot', is written over a horizontal line.

Christopher Chabot, pro se

STATE OF SOUTH CAROLINA

COUNTY OF Horry

Archie Howell,

Plaintiff,

vs.

Christopher E. Chabot,
d/b/a Autoworks.

Defendant.

) THE SURFSIDE MAGISTRATE COURT
) FOR THE 15th JUDICIAL CIRCUIT

) CASE NO: 2013-CP-26-104-1363

13 SEP -9 PM 7:05

2013 SEP 09 07:05 PM

COMPLAINT

The Plaintiff above-named, complaining of the Defendant above-named, herein alleges:

FIRST CAUSE OF ACTION
(Breach of Contract)

1. Plaintiff Archie Howell, is a citizen and resident of Horry County.
2. Upon information and belief, the Defendant Christopher E. Chabot d/b/a Autoworks is a citizen and resident of Horry County, South Carolina and conducts business as a Auto Repair Shop in Horry County, South Carolina.
3. This Court has jurisdiction over the parties and the claims asserted herein.
4. Plaintiff and Defendant entered into a contract in which Defendant represented that it could repair Plaintiff's automobile by replace the engine valves. The automobile is a 2002 BMW 745. Plaintiff supplied the Defendant with \$600.00 in parts which he required to perform the work.
5. Instead of repairing the car, the Defendant improperly performed work to the vehicle causing the engine to blow.

Exhibit A

APP 038

6. Had the Plaintiff properly repaired the vehicle, the would have been worth approximately \$9,000.00.
7. Because Defendant damaged the car's engine, the engine needed to be replaced. The cost to replace the engine is approximately \$4,300.00.
8. Plaintiff attempted to mitigate his damages by selling the car "AS IS" for \$3,000.00.
9. Because of Defendant's breach of contract, Plaintiff suffered damages of approximately \$6,000.00 for loss of the car's value plus \$600.00 in parts supplied to the Defendant.

SECOND CAUSE OF ACTION
(Negligence)

10. Each and every allegation alleged above is repeated verbatim herein.
11. Defendant owed a duty of care to the Plaintiff.
12. Defendant breached its duty by a negligent act or omission.
13. Plaintiff suffered damages as a proximate result of Plaintiff's breach of duty.
14. Plaintiff suffered damages of approximately \$6,000.00 for loss of the car's value plus \$600.00 in parts supplied to the Defendant.

THIRD CAUSE OF ACTION
(Breach of Warranty)

15. Each and every allegation alleged above is repeated verbatim herein.
16. The Defendant made express or implied warranties that the repairs would be made in a diligent, good and workmanlike manner.
17. As a direct and proximate result and consequence of Defendant's breach of its express or implied warranties that the repairs would be made in a diligent, good and workmanlike

manner, Plaintiff has suffered damages of approximately \$6,000.00 for loss of the car's value plus \$600.00 in parts supplied to the Defendant.

FOURTH CAUSE OF ACTION
(Misrepresentation)

18. Each and every allegation alleged above is repeated verbatim herein.
19. Prior to entrusting the car to Defendant, Plaintiff inquired as to Defendant's knowledge and expertise regarding working on the make and model of the automobile. Defendant assured Plaintiff that it was very experienced and would repair the automobile.
20. Defendant's representations were false.
21. The Defendant had a legal and/or equitable duty to the Plaintiff to communicate accurate and truthful information.
22. The Defendant breached his duty and is liable for negligent misrepresentation because Defendant made representations which were:
 - a. False.
 - b. Defendant knew or ought to have known of the falsity.
 - c. The representations were material and
 - d. Defendant intended the representations to be acted upon.
 - e. Plaintiff was not aware of the falsity and
 - f. Plaintiff relied upon the truth of the representations.
 - g. Plaintiff had the right to rely upon the representations.
 - h. Plaintiff has suffered consequential and proximate injury.
23. Defendant acted knowingly and with indifference to the truth or falsity of the statements.

24. As a result of the Defendant's misrepresentations, Plaintiff is entitled to actual, consequential, and punitive damages, as well as, the costs of this litigation including attorney fees.

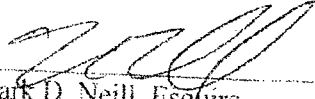
FIFTH CAUSE OF ACTION
(VIOLATION OF SOUTH CAROLINA
CONSUMER PROTECTION CODE)

25. Each and every allegation alleged above is repeated verbatim herein.
26. Defendant's actions violated the South Carolina Consumer Protection Code.
27. As a result of the Defendant's violation of the South Carolina Regulation of Manufacturers, Distributors, and Dealers Act, Plaintiff is entitled to actual, consequential, and treble damages, as well as, the costs of this litigation including attorney fees.

WHEREFORE, the Plaintiff respectfully requests that the court award the following relief:

1. Enter a judgment in favor of the plaintiff and against the Defendant for actual, punitive, statutory damages and attorney's fees in the amount of \$7,500.00, the jurisdictional limit of this honorable court.
2. Tax the costs of this action against the Defendant;
3. Award such other and further relief in favor of the Plaintiff as the court deems just and appropriate.

NEILL LAW FIRM, PA


Mark D. Neill, Esquire
P.O. Box 2810
Murrells Inlet, SC 29576
(843) 651-8580
Attorney for Plaintiff

Dated: 7/7, 2013
Murrells Inlet, South Carolina

1 IN THE SURFSUDE MAGISTRATE COUNTY
2 FOR THE 15TH JUDICIAL COURT
3

4 ----- x
5 ARCHIE HOWELL,

No. 2013-CP-26-104-1363

6 Plaintiff,

7 v.

8 CHRISTOPHER CHABOT

9 D/B/A AUTOWORKS

10 Defendant,
11 ----- x
12

13 Wednesday January 22, 2014

14 The above entitled matter came on for oral
15 argument before the Surfside Magistrate County For The 15Th
16 Judicial Court
17

18 Honorable Judge Blanton,
19

20 APPEARANCES:

21 Plaintiff: Archie Howell

22 Attorney for the Plaintiff: Mark D. Neill
23

24
25 Defendant: Christopher Chabot
26
27
28

1 **Judge:** Mr. Howell is being represented by
2 Attorney, Mark Neil and Mr. Chabot is defending himself doing
3 business as autoworks. Mr. Howell, call your first witness
4

5 **Attorney Neil:** May I make a brief opening
6 statement to give you a .. brief idea, very brief .. I am not
7 going to drag it out .. ok .. basically, my client Archie Howell
8 brought .. his car was taken to Mr. Chabot .. at that time he
9 had this BMW 745 and the valves were leaking .. and so basically
10 .. and we now know .. and we now know, your honor when valves
11 are leaking you have gas leaking ..
12

13 **Judge:** (interrupts) Know all about
14 automobiles .. son - I understand it cause the judge has done
15 some (inaudible) (attorney laughing)
16

17 **Attorney Neil:** So you know how to fix things
18 (laughing) that's good

19 **Judge:** So anyway .. I know what goes on

20 **Attorney Neil:** So it's taken to his shop ..
21 the process is supposed to take about a week .. after about
22 three weeks .. or so my client returns to his car. Mr. Chabot
23 shows up, they crank the car up and there .. with .. a loud
24 banging noise that begins with the car .. um .. basically at
25 that point the defendant gets out and says the timing is off,
26 not a big deal I'll fix it tonight .. come back .. and then ..
27
28

1 they come back in a couple of days and the car won't start ..
2 they .. get a tow truck and they tow it away .. they tow it to
3 another garage .. they stick a camera down it .. basically
4 because the timing was off it got .. what they called
5 "interface" engine .. basically when the timing is off the
6 pistons are slamming into the valves .. the valves are bent ..
7 and the engine is toast .. um .. so thats what we're left with
8 here today .. the car, to my surprise was worth sixty two
9 hundred dollars .. at that time (you'all) .. make that a 2002
10 BMW 745, probably worth more than that (directed to the judge)
11 .. bluebook value is seventy two hundred on it .. um .. Mr.
12 Howell had about six hundred dollars he paid in parts .. um ..
13 on the car and a tow job for sixty bucks .. he was able to sell
14 the car .. as is for three grand .. which leaves him about ..
15 thirty eight hundred dollars out in damages .. and that's what
16 we are seeking here today

17
18
19
20 **Judge:** Stop .. ok .. thank you, Mr. Chabot do
21 you have a statement at all sir?

22
23 **Chris Chabot:** Yes, your honor, I actually
24 don't know Mr. Howell. I have never met Mr. Howell, I do
25 remember this gentleman .. (refer to Joe Tunning) I don't
26 remember when this vehicle was brought to me. I have no records
27 on this car .. I have no signed R.O., which is my standard
28

1 operating procedure .. is to do an estimate and to get someone
2 to sign off on the vehicle .. because they are leaving a
3 valuable piece of equipment .. a valuable vehicle at my shop. So
4 the only person I am familiar with .. is this guy .. Joe .. So,
5 .. um .. the car was brought to me by Joe .. the car was sitting
6 there .. I had a verbile communication with Joe, over the phone
7 .. um.. he stated he needed the car back right away .. um .. we
8 never started work on the car .. we never got a signed R.O.
9 giving us permission to work on the car .. then Joe came back
10 and picked up the car .. and pulled it out of the shop .. thank
11 you your honor.
12
13

14 **Judge:** Ok, Mr. Neil ..

15 **Attorney Neil:** Your honor the plaintiff would
16 like to call Archie Howell to the stand
17

18 (Bailiff swears in Mr. Howell)

19 **Judge:** your witness Mr. Neil

20 **Attorney Neil:** Thank you Archie .. go ahead
21 and state your full name for the record ..
22

23 **Archie Howell:** Archie B. Howell Jr.

24 **Attorney Neil:** and sometime last year you
25 were having problems with your car .. that you own .. a BMW 745i
26 .. is that correct
27

28 **Archie Howell:** that is correct

1 **Attorney Neil:** Can you tell the judge what it
2 was that you were having problems with

3 **Archie Howell:** um .. ok .. a .. the car ..
4 when you would crank it up, it would blow smoke out of the tail
5 pipe .. and .. thats .. it .. it was smoking

6 **Attorney Neil:** and what did you do to address
7 that problem

8 **Archie Howell:** I took the car to Joe Tunning,
9 I asked him to look at it .. and he looks at it .. and he went on
10 the computer .. um .. looked up what would cause that type of
11 problem .. um .. he said this is what is recommended to work on
12 it .. I gave him some money to buy some parts for it .. when he
13 looked at it .. um .. he decided it was something that was way
14 out of his realm .. because he did not have the capability to fix
15 that .. but thats when he told me .. he would call somebody that
16 he knew had worked on BMW'S .. he would see if he would take the
17 car over there .. and he took the car over there .. and thats
18 where the car ended up .. at autoworks .. I believe that was the
19 name of the place .. and .. they .. drove the car over there ..
20 we went to go pick it up when it was supposed to be ready .. um
21 .. we stood around the shop there for a while .. um .. when we
22 did try to crank it up it made a lot of noise .. and then they
23 shut it down immediately .. uh .. at that point it wouldn't run

1 .. when we did try to crank it up it made a lot of noise .. and
2 then they shut it down immediately .. uh .. at that point it
3 wouldn't run .. so .. um we had it towed out of there the next
4 day to another shop .. um .. that would look at it and would
5 tell me what their opinion of what happened on it .. and thats
6 what happened
7

8 **Attorney Neil:** Lets go back and talk about
9 the day you went in and picked up the .. truck (?) .. you ..
10 you got in.. you .. you .. showed up .. uh .. I'm sorry the car
11 .. you showed up at auto works shop .. correct
12

13 **Archie Howell:** yes

14 **Attorney Neil:** was the defendant there

15 **Archie Howell:** No .. he was not there at that
16 time, there was another fella in there .. working at the time ..
17 um .. I don't know his name .. for about an hour or so .. there
18 were several phone calls made that he was on his way back in ..
19 he was at auto zone getting parts, then stopped to help someone
20 on the side of the road, then was something else .. but we sat
21 there and waited until he finally showed up .. yes
22

23 **Attorney Neil:** So he did arrive

24 **Archie Howell:** he did arrive .. yes

25 **Attorney Howell:** So he did speak to you that
26 day .. so he did see you there
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Archie Howell: oh absolutely so .. yes

Attorney Neil: and when he got to the shop ..
what took place at that point

Archie Howell: awe .. well he .. we .. were
.. they were.. trying to charge the battery .. as I was .. if ..
I remember correctly .. there's something about .. if the
battery was not charged all the way up .. the car probably
wouldn't run properly .. so they were charging the battery .. at
that point .. uh .. the battery I guess gotten enough charge ..
they .. uh .. unhooked it .. then tried to crank it the car up
.. and then it

Attorney Neil: when they unhooked the battery

Archie Howell: yes

Attorney Neil: when you say they .. who was
it that actually got in the car and actually tried to start the
car

Archie Howell: I do not ..

Attorney Neil: .. was it the defendant

Archie Howell: I do not remember who actually
got in the car and tried to start it .. whether it was Joe .. or
the defendant .. or the other fella that was there .. or it
coulda been .. um .. uh .. I don't remember

1 **Attorney Neil:** so what happened when they
2 tried to crank it up

3 **Archie Howell:** It made a very loud noise ..
4 and immediately um .. and I remember Jow saying .. shut it off
5 .. shut it off

6 **Attorney Neil:** Did they .. when .. did anyone
7 at autoworks say anything at that particular time about what
8 happened when they started the car

9 **Archie Howell:** not that I can remember .. no

10 **Attorney Neil:** .. so .. at that point would
11 the car .. even start

12 **Archie Howell:** it did crank up and then
13 turned off and I don't believe we ever tried to crank it back up
14 again .. while I was there .. no

15 **Attorney Neil:** So that's when you got the tow
16 truck for the car .. or did something else happen after that

17 **Archie Howell:** well .. we .. we .. went
18 outside and we talked about it .. and at that point I made
19 the decision that I couldn't have the car there because ..
20 it .. now I drove it in... where it was driven there .. now
21 .. it couldn't be driven out of there

22
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1 **Attorney Neil:** Ok .. so now prior to bringing
2 your car to autoworks the car had never made that sound that you
3 heard when it was started

4 **Archie Howell:** that is correct .. not at all

5 **Attorney Neil:** other than the black smoke
6 that came out of the tail pipe .. did you have any other issues
7

8 **Archie Howell:** No I didn't .. and it wasn't
9 black smoke .. it was kinda a white smoke

10 **Attorney Neil:** ok

11 **Archie Howell:** that came out of there

12 **Attorney Neil:** So at that point .. is that
13 when you decided .. or when did you actually come back to get
14 the car .. when was that
15

16 **Archie Howell:** uh .. uh.. my son and Joe ..
17 they sent Sonny's Autobody to come get the car ... either the
18 next day .. or the day after that
19

20 **Attorney Neil:** ok .. when did .. did the
21 autoworks people have any discussion with you of what they were
22 going to try and do with the car
23

24 **Archie Howell:** no they did not

25 **Attorney Neil:** after they were trying to
26 start it

27 **Archie Howell:** no .. not after that .. no
28

1 **Attorney Neil:** um .. so .. when your son and
2 Joe went to pick the car up .. what did they do with the car

3 **Archie Howell:** um .. they had Sonny"s Atobody .. um .. tow it
4 out .. um .. then they towed it to .. uh .. Billy's
5

6 **Attorney Neil:** was that Hughes Automotive

7 **Archie Howell:** yes .. Billy Hughes .. thats
8 correct .. over there .. because they had the camera to check it
9 out .. and it took .. uh it took .. uh I think it took two days
10 before they could get to it .. because they were backed up ..
11 and then when did it, they called Joe on the phone .. then they
12 called .. and then they called me and so went up there together
13 .. to check and see what had occurred with the car
14

15 **Attorney Neil:** so did you meet with Billy ..
16 Billy Hughes.

17 **Archie Howell:** Yes .. I met with Billy Hughes
18 ,, yes
19

20 **Attorney Neil:** ok .. and what was wrong with
21 the car at that time
22

23 **Archie Howell:** like you had said (refers to
24 Attorney Neil) when they .. wh .. wh when they tried to correct
25 the valve .. stems (?) apparently .. it was not put back in
26 timing properly .. so when it turned over and cranked up it just
27 smashed it together at that point the engine was ruined .. you
28

1 could fix it .. but it was gonna cost you .. just as much as it
2 was gonna cost you to get a new engine

3 **Attorney Neil:** uh .. so, in the end .. a ..
4 what did you end up doing with the car

5 **Archie Howell:** ended up just selling the car
6 .. to .. Billy Hughes .. aw .. for .. aw .. I believe .. it was
7 three thousand dollars

8 **Attorney Neil:** did you .. did any research to
9 determine .. as to the value was

10 **Archie Howell:** went onto Kelly Bluebook and
11 looked to see what the retail verses trad in .. and stuff like
12 that .. and the price was .. aw .. I believe it was sixty two
13 hundred dollars .. for tha model .. and that year .. and that
14 shape that it was in

15 **Attorney Neil:** and that accounted for the
16 mileage as well

17 **Archie Howell:** absolutely did

18 **Attorney Neil:** so in addition to the sixty
19 two hundred dollars for the car .. what other kind of expenses
20 did you have to get .. the car repaired

21 **Archie Howell:** I had paid six hundred
22 dollars' worth of parts .. and I guess .. and advanced "labor on
23 it" .. and then a sixty dollar tow bill

24
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1 **Attorney Neil:** ok .. um .. so would the total
2 amount of what you had invested in the car .. be about sixty
3 eight hundred sixty dollars .. does that sound correct
4

5 **Archie Howell:** that sounds correct
6

7 **Attorney Neil:** ok .. so are you calculating
8 that your out of pocket expenses are .. or the losses that you
9 have in the car .. about thirty eight hundred and sixty dollars
10

11 **Archie Howell:** that is correct
12

13 **Attorney Neil:** I have no further questions at
14 this time , your honor
15

16 **Judge:** alright .. cross examination on Mr.
17 Chabot
18

19 **Chris Chabot:** the car was brought to .. Joe
20 Tunning .. would this be the same Joe that owns Twisted Off-Road
21

22 **Archie Howell:** that is correct
23

24 **Chris Chabot:** ok .. how long was the vehicle
25 there at his shop
26

27 **Archie Howell:** I believe .. it was there ..
28 three .. three or four days

Chris Chabot: three or four days

Archie Howell: yes sir

1 **Chris Chabot:** wh .. when you say that you put
2 in advanced labor .. you said you paid six hundred dollars .. I
3 believe .. who was that given to

4 **Archie Howell:** that was given to Joe Tunning

5
6
7 **Chris Chabot:** ok .. um .. and the car was
8 there for four days .. um ok.. do you have a work order from
9 autoworks .. saying

10 **Archie Howell:** I do not

11 **Chris Chabot:** no further questions your honor

12 **Judge:** (reirects)

13 **Attorney Neil:** nothing further your honor

14 **Judge:** thank you .. you may step down

15 **Attorney Neil:** your honor the plaintiff would
16 like to call Joe Tunning to the stand

17
18 (Bailiff swears Joe Tunning in)

19 **Judge:** your witness Mr. Neil

20 **Attorney Neil:** thank you your honor

21 **Attorney Neil:** Joe .. would go and state your
22 full name for the record

23 **Joe Tunning:** Joseph Earl Tunning

24 **Attorney Neil:** and Joe what is it that you do
25 for a living

1 **Judge:** how is it that you spell your name

2 **Joe Tunning:** T U N N I N G

3 **Attorney Neil:** Joe tell us what it is that
4 you do for a living

5 **Joe Tunning:** I own an off-road and
6 performance shop

7 **Attorney Neil:** ok .. what types of services
8 do you perform

9 **Joe Tunning:** everything... from basic
10 maintenance to lift kits ... rims ... tires ... um ... some general
11 maintenance repair

12 **Attorney Neil:** give us some .. um give me
13 your history what is it that got you into this business .. where
14 did it all start

15 **Joe Tunning:** probably about 16 .. I got my
16 first truck and it .. when after I got it about the third day it
17 blew up .. and my parents weren't buying me another one .. so I
18 was kinda forced to learn to do it myself .. and then I kinda
19 like it .. I started out with some small jobs and then I went
20 and worked at a dealership .. Myrtle Beach Mitsubishi .. and
21 after that I kinda ..

22 **Attorney Neil:** what did you do at the Myrtle
23 Beach Mitsubishi

1 **Joe Tunning:** everything from motor swaps ..
2 to it started out as just .. suppose to be oil changes and tune-
3 ups .. but then it ended up going on to just about everything,
4 because they didn't really have that many people .. and then
5 after that I went to Universal Technical Institute, nascar and
6 learned how to do aerodynamics, nascar engines and fabrication

8 **Attorney Neil:** ok .. when and what did you do
9 after you left that school

10 **Joe Tunning:** I opened up my own shop

11 **Attorney Neil:** and .. uh so when would you
12 say that you are very knowledgeable in the field of automotive
13 repair
14

15 **Joe Tunning:** yes sir

16 **Attorney Neil:** and that because of the
17 schooling and experience you've had in the past in doing that

18 **Joe Tunning:** uh uh

19 **Attorney Neil:** your honor at this time we
20 would offer Mr. Tunning as a expert in the field of general
21 automotive repair
22

23 **Judge:** alright .. anything you want to
24 address about that

25 **Chris Chabot:** his credentials are based on
26 him going to UTI?
27

28

1 **Judge:** if you want to ask him questions ..
2 you can voire dire him about the expertise if you wish to do
3 that

4 **Chris Chabot:** expertise?

5 **Judge:** do you know what voire dire means?

6 **Chris Chabot:** when .. like when questioning
7 him on his ..

8 **Judge:** if you want to question him on his ..
9 Mr. Neil is asking me to qualify him as an expert

10 **Chris Chabot:** ok

11 **Judge:** either .. are you agreeing with that
12 or not .. agreeing with that or do you wish to dipose

13 **Chris Chabot:** as an expert? .. no I would not
14 agree with that

15 **Judge:** do you want to ask him some questions
16 first

17 **Chris Chabot:** did you graduate from UTI

18 **Joe Tunning:** yes I did

19 **Chris Chabot:** you worked at a dealership ..
20 you said

21 **Joe Tunning:** Myrtle Beach Mitsubishi

22 **Chris Chabot:** how many years did you actually
23 preform the job of auto mechanic under another business

24

1 **Joe Tunning:** under another business .. as you
2 mean Myrtle Beach Mitsubishi

3 **Chris Chabot:** right

4
5 **Joe Tunning:** um .. I only worked at
6 Mitsubishi for just about a year .. then they went ou of
7 business
8

9 **Chris Chabot:** um .. thats why you were let go
10 .. because they went out of business

11 **Joe Tunning:** we showed up one day and it was
12 locked up tight

13 **Chris Chabot:** so .. did you follow up and go
14 anywhere else after that .. to turn wrenches .. as be a mechanic

15 **Joe Tunning:** right after that I was about 18
16 or so and that's about when I went to school

17 **Chris Chabot:** and then after you graduated
18 from UTI .. you got a job as an auto mechanic

19 **Joe Tunning:** uh uh .. I did a bunch of ..
20 mostly of the jobs I did were kind of "under the table stuff"
21 and stuff like that for some friends that I had known .. um ..
22 then I started doing lift kits on my own and as that kinda took
23 off is when I opened up a shop just to do .. really all I wanted
24 to do was truck stuff .. really that's all I wanted to do
25
26
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1 **Chris Chabot:** so .. the extent of your
2 experience: one year at the dealership, some under the table
3 jobs and graduating from UTI
4

5 **Joe Tunning:** yes
6

7 **Chris Chabot:** I don't see where the expertise
8 is

9 **Judge:** you want to address this at all
10

11 **Chris Chabot:** the expertise is .. sorry I
12 didn't mean .. expertise would be .. many more years of
13 experience ..um

14 **Judge:** well ..
15

16 **Attorney Neil:** clearly he has expertise .. he
17 has been working on cars for quite some time .. he has required
18 school that's needed .. any issues with regards to .. uh the
19 time and extent of that experience of course would go toward the
20 um ..weight of his testimony .. he has actually shown the
21 required elements to be certified as an expert in general
22 automotive repair
23

24 **Judge:** anything else you want to say
25

26 **Chris Chabot:** um .. can I enter myself as an
27 expert .. (pause .. laugh)
28

1 **Judge:** if you .. when you give your testimony sir
2 .. if you want to lay the foundation

3 **Chris Chabot:** for the years and the schooling
4 and the ASE cert ..

6 **Judge:** ok .. alright .. yes .. ok

8 **Chris Chabot:** thank you your honor

9 **Judge:** I'm gonna go ahead and qualify him as
10 an expert ok .. he has schooling and training and that's what we
11 look at .. alright

13 **Attorney Neil:** thank you your honor

14 **Attorney Neil:** so .. Joe tell me you just
15 heard Mr. Howell testify .. tell us .. tell the court how it is
16 that you got involved in this matter

17 **Joe Tunning:** He had talked about it .. for
18 probably a month or so we .. he kind of asked me what I thought
19 about it a little bit .. and then he finally said .. I am ready
20 to have it fixed

21 **Attorney Neil:** and you're talking about the
22 valve seat

23 **Joe Tunning:** yes the valve "seals" in the BMW
24 Attorney Neil: and how was it that you determined it was a valve
25 seal issue

26
27
28

1 **Joe Tunning:** um .. just from the smoking on
2 startup it was a little bit more .. I've seen that before in
3 other cars I'm more familiar with .. and then .. um .. alot of
4 research and come to find out it was a pretty big problem with
5 the "7 series" .. BMW's, that are kinda popular and .. actually
6 when I went to go pick up the valve seals from BMW .. or .. I
7 think its Mercedes Benz .. the one in Myrtle Beach they had two
8 of them in their that were smoking .. and I talked to the guy,
9 and he said we do these all the time and that kinda told me what
10 was the easiest way to do it .. and I felt comfortable in doing
11 it .. but I didn't know the inside of the motor .. I know I've
12 done it on Chevrolets and stuff and their not that bad ...um I
13 told Archie yeah .. lets "go for it" .. I looked up the stuff ..
14 I ordered some parts and um ..

18 **Attorney Neil:** and is that what the six
19 hundred dollars was for that Archie had paid .. was that for the
20 parts

21 **Joe Tunning:** yes .. um it was parts .. um its
22 was gaskets and stuff and some "other" stuff like that .. um ,,
23 but not for the job .. um everything came in .. I was kinda
24 ready to do it .. I went and popped the hood took the engine
25 cover off .. and there was "so much going on" .. under there I
26 am not a BMW kinda a person .. could I have done it .. maybe ..
27
28

1 but that wasn't a chance I was taking .. because if I couldn't
2 afford to fix it .. if I broke it .. uh I had done some work
3 before with him .. I did a lift kit for one of his customers and
4 I saw he had BMW's there and I kinda said what do you think
5 about this .. do you think you could help me out with this ..
6 and he said yeah .. that's not a problem I can do that .. and
7 that's about how I .. we .. got into to me taking the car there
8 .. it was a little bit .. over me and so I went with him

9
10 **Attorney Neil:** and what was ya all .. did ya
11 all .. discuss price as to what the cost would be for him to
12 perform the service .. for Mr. Howell

13
14 **Joe Tunning:** yeah .. I remember .. he looked
15 it up on his computer and he was trying to find anyway to kinda
16 help me out because .. think there was supposed to be like three
17 thousand dollars' worth of work .. something like that .. it was
18 something outrageous .. it was something like forty hours and we
19 kinda talked back and forth and we .. kinda agreed upon .. like
20 bring me the stuff and I'll do it for you for fifteen hundred
21 dollars .. just as him trying to help me out .. and so we kinda
22 agreed on fifteen hundred dollars

23
24 **Attorney Neil:** ok .. then what happened next
25 after you had an agreement
26
27
28

1 **Joe Tunning:** um .. after that it was a couple
2 of days later .. I told him .. he said he was kinda busy and I
3 told him alright well I'll get the car to you .. and um.. we
4 ended up .. I can't remember exactly what day it was .. might a
5 been on a Wednesday or something .. we .. brought the car up to
6 him and .. left it at the shop .. and that was .. it was kinda
7 talked outside not really about the car .. and he said alright
8 and give me a call when you get everything done.. the parts are
9 in the trunk .. I took all the parts and left them inside the
10 care that I had picked up and .. um

13 **Attorney Neil:** was any of the six hundred
14 paid to you, by Mr. Howell .. paid for labor

15 **Joe Tunning:** I .. do not ..believe so ..
16 cause the agreement that me and .. Archie had was something a
17 little bit different .. so I .. wasn't really getting paid for
18 labor to do it ..I was .. I was just gonna take care of the job
19 he pays for parts and .. I just do the work for him

21 **Attorney Neil:** so you put the parts in the
22 car when you delivered the car to autoworks .. did he give you
23 any indication as to how long it would take for them to do the
24 work

26 **Joe Tunning:** the exact time .. I remember it
27 was a couple of days .. I don't think so it was kinda a week ..

28

1 but he needed a few days because he said he had other cars to do
2 .. so we knew it was gonna be past the weekend .. so maybe about
3 five days .. maybe

4 **Attorney Neil:** so .. what happens after you
5 drop the car off .. what happened

6 **Joe Tunning:** um .. he dropped the car off ..
7 we um we didn't stay too much more in touch with it .. for a
8 couple days .. then Mr. Howell .. started where's my car .
9 where's my car and that's when I talked to him

10 **Attorney Neil:** and when you say him .. you
11 mean the defendant .. Mr. Chabot

12 **Joe Tunning:** yes sir .. um I talked to him ..
13 I ended up going up there one day .. I can't really remember
14 when ..so I'm not gonna say say .. I can't remember if .. I all
15 I remember is the next time me and Mr. Howell went up there ..
16 the hood was popped, all the old valve seals were in a box .. he
17 had done .. he changed the valve seals.. it was on a battery
18 charger and I remember it was on 75% when we were there and I
19 called him and said .. dude .. I'm picking up some parts and
20 helping out a good customer of mine and I'll be back in a little
21 .. but we kinda waited around .. we had to wait on the battery
22 anyway and by the time he got back .. to it was about 95% and we
23 waited till he got to 100% and that's ..

1 **Attorney Neil:** and your talkin about the
2 battery

3 **Joe Tunning:** the battery on the vehicle .. um
4 .. unhooked it .. I remember .. they .. I can't remember who
5 started the vehicle .. I remember me and Mr. Howell were at the
6 front and I had the hood popped up in my hands .. and as soon as
7 they started the car up .. the back left side started making a
8 banging sound that's when I said turn it off .. turn it off and
9 we .. turned it off then Mr. Howell asked me to come outside to
10 talk .. he said what's going on .. and I said let me figure it
11 out .. so I'll figure it out something for ya .. he was getting
12 really aggravated with me .. um went back in .. talk with Mr.
13 Chabot .. we were talking about it and he said he thought the
14 timing was off and that was the noise .. um we talked about
15 that I kinda had agreed with him on it and I said ok .. Mr.
16 Howell took me back to my shop and on the way back .. I need
17 someone who knows how to fix it .. it had been there for a few
18 weeks so that's where I called around to a few people I know and
19 try to figure out who the best BMW person is on the beach and
20 that's how we .. came up with Billy Hughes .. and he said bring
21 it to me .. um Mr. Chabot did not want to release the car to us
22 because there had not been a payment for his work .. which I
23 totally understand .. I told him he would get paid if he would
24
25
26
27
28

1 just release the car so we could get a second opinion and
2 whatever .. soon as it was fixed Mr. Howell was going to pay him
3 .. and that's when he released it to me .. I had it towed down
4 there and a few days later .. that's when um .. Mr. Hughes had
5 called and said this is what we found .. we put a camera in
6 there the timing was off the valves are smashed in and I was
7 there for that .. then he kinda gave Mr. Howell a bill of what
8 it would cost and .. they were on their way of what they did
9 with the car
10
11

12 **Attorney Neil:** during the time the car was
13 sitting at autoworks .. did Mr. Chabot ever contact you about
14 wanting more money or anything like that

15 **Joe Tunning:** the only thing .. about money
16 was a special tool we had to get to kinda align the cam .. I
17 don't remember the exact price of it .. I give him money for
18 that .. to order it .. but it was kinda getting towards the end
19 of its cycle .. there and it was like three days .. three or
20 four days to get the part (tool) in .. to get the actual tool in
21 to keep the cams lined up and um .. so I gave him the money ..
22 if he bought the tool I don't know
23
24

25 **Attorney Neil:** and you say to line the cam up
26 .. is this in reference to the timing

27 **Joe Tunning:** yes sir
28

1 **Attorney Neil:** so this tool is used to put
2 the correct timing on the vehicle

3 **Joe Tunning:** yes sir .. it keeps the cam
4 shafts .. the little sprockets on the end it helps keep those in
5 line as your trying to put the belt back on .. if not its kinda
6 of impossible to hold it to keep it in line .. so that tool is
7 pretty much needed to do that job

8 **Attorney Neil:** ok .. and is the timing
9 important on a type of car like this .. tell us a little about
10 the engine and how it works

11 **Joe Tunning:** on interference motors the
12 valves come down so far into the pistons it has to be perfectly
13 timed .. a tooth off and it can actually .. when the comes up
14 and it'll smash it .. BMW's .. I didn't know they were like that
15 .. but from working at Mitsubishi almost all their motors are
16 like that and that's how I .. doing about that and when I heard
17 the noise that's I came to my conclusion of that's what happened
18 .. cause I was .. Montero sports I was changing a motor in them
19 almost everyday .. because they are the same type of motor and
20 that's how I learned about an interference motor

21 **Attorney Neil:** ok .. so when you heard that
22 sound at the shop .. you kinda .. did ya kinda know what that
23 sound was .. have you heard that sound before

1 **Joe Tunning:** to be honest when I first heard
2 the sound it was kinda surprising .. I wasn't thinking that .. I
3 was just like .. what's going on .. then as I kinda was settled
4 down a little bit .. cause I'm already stressed out .. he's mad
5 at me and wanting his car back .. then I kinda start thinking
6 oh .. if the timing is off .. that's probably what happened
7

8 **Attorney Neil:** was there any other employee
9 there at autoworks at that time
10

11 **Joe Tunning:** there was one gentleman .. there
12 .. was a younger guy .. I can't .. remember his name
13

14 **Attorney Neil:** and what was his reaction
15

16 **Joe Tunning:** when it made the noise he kinda
17 looked at me .. and made a cringed face .. and looked around ..
18 and then that was it .. he looked away and that was about it ..
19 and then .. but when it happened I thought that was it .. but in
20 my mind I was hoping that it wasn't .. I was hoping that maybe
21 it was something else maybe the .. timing was off a little bit
22 causing a little bit of chatter .. but it ended up that wasn't
23 the case
24

25 **Attorney Neil:** did they make any statements
26 to you that they would work on the car or try to fix the problem
27 .. was any of that ever done
28

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2 the correct timing on the vehicle .

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20 my mind I was hoping that it wasn't .. I was hoping that maybe
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22 causing a little bit of chatter .. but it ended up that wasn't
23 the case
24

25 **Attorney Neil:** did they make any statements
26 to you that they would work on the car or try to fix the problem
27 .. was any of that ever done
28

1 **Joe Tunning:** um .. he did say I wish you
2 didn't bring Archie up here cause I feel the timing is off .. I
3 wish you all didn't hear that .. but I'll have it fixed .. not a
4 problem .. just give me a day or two I'll fix the car .. don't
5 worry about it I will have the car fixed for you
6

7 **Attorney Neil:** and when you say he .. your
8 referring to the defendant

9 **Joe Tunning:** yes sir

10 **Attorney Neil:** alright so did you leave the
11 car overnight to give him a chance to try and fix it
12

13 **Joe Tunning:** yes sir

14 **Attorney Neil:** ok .. um .. and when you do
15 you remember .. when you came back to get the car
16

17 **Joe Tunning:** a day or two .. I really don't
18 know .. I really don't know that

19 **Attorney Neil:** and at that time had any
20 additional work been done on the car

21 **Joe Tunning:** that I could tell you .. it was
22 in the same position .. was backed up in his shop um .. I could
23 not tell you if there was or not .. he may have done work I
24 don't know
25

26 **Attorney Neil:** ok .. so after you took it to
27 Hughe's Automotive .. what did Hughes Automotive do
28

1 **Joe Tunning:** um .. I think all he did .. aw
2 .. I don't remember he said he did anything else but take the
3 spark plugs out and he put a camera in there .. that's when he
4 noticed that the valves were gone .. he said he had seen that
5 before in 7series I don't think he did any more tests .. because
6 he said it was so common .. he just knew to stick a camera in
7 there .. saw they were .. busted and that's how he .. came up
8 with what was wrong with the car
9

10 **Attorney Neil:** did he give as to any reason
11 why the .. um .. ca .. um the valves were bad .. did he tell you
12 wht that occurred
13

14 **Joe Tunning:** just that it occurs from the
15 timing being off .. or a timing chain or something broken .. but
16 he said the timing being off is the reason why
17

18 **Attorney Neil:** I have no further questions at this time your
19 honor

20 **Judge:** ok .. alright .. cross examination
21 sir

22 **Chris Chabot:** how long have you been in
23 business with .. twisted off-road
24

25 **Joe Tunning:** a couple of years now
26
27
28

1 **Chris Chabot:** a couple of years .. do you
2 often make it a practice to work on cars and release them
3 without payment

4 **Joe Tunning:** If I know the person I have .. I
5 have but I did before .. one time I released a car and a .. did
6 not get paid and I know that's a bad feeling

7
8
9 **Chris Chabot:** do you ever get any paperwork
10 signed from a customer granting you the ability to work on a car
11 .. or do you just do ..

12 **Joe Tunning:** uh uh

13
14 Chris Chabot: verbal agreement

15 **Joe Tunning:** new customers I do that .. um
16 Mr. Howell .. so some of my friends come by .. "hey, I need four
17 tires put on" .. if I'm just doing used tires on I'll just do it
18 for um

19
20 **Chris Chabot:** as an automotive expert and ..
21 with your .. expertise in engine timing .. um is it .. does
22 timing only jump when someone works on a car or can the engine
23 timing jump without work being done to the car

24 **Joe Tunning:** it can jump

25 **Chris Chabot:** it can jump

26 **Joe Tunning:** uh uh

27
28

1 **Chris Chabot:** ok .. no further questions your
2 honor

3 **Attorney Neil:** one quick follow up your honor

4 **Judge:** ok

5 **Attorney Neil:** were you ever contacted by Mr.
6 Chabot about getting paid after the car was released
7

8
9 **Joe Tunning:** yes

10 **Attorney Neil:** and on how many occasions was
11 he contacting you about getting paid
12

13 **Joe Tunning:** uh .. a couple of times .. and
14 that's actually the first time he ever came to my shop .. we'd
15 done some talking before .. we had a good relationship and
16 that's the first time he came by .. and was .. wondering .. if
17 he was going to get paid .. and I don't blame him for that ..
18 the mechanics leverage for that is the car and I know that ..
19 its a bad feeling and I know when Mr. Howell said he was gonna
20 pay him I had no doubt in my mind .. that he's gonna pay the man
21 .. so that's the only reason why I went to bat and begged him to
22 release the car .. just to get this whole thing over with .. and
23 that is the only reason .. if I didn't feel Mr. Howell was going
24 to do it .. I know the position to be in .. a mechanic sitting
25
26
27
28

APP 074

1 there and some mans demanding his car .. well if you take it ..
2 I'm never gonna get paid .. so

3 **Attorney Neil:** so when the car was first brought
4 to you did you recognize any issue with the .. valves .. at that
5 time
6

7 **Joe Tunning:** no sir .. I drove it a little bit ..
8 it drove fine just smoking and I had seen the car .. months
9 before .. he would stop by every once in a while and say what do
10 you think about this and I kinda put it on the back burner and
11 then finally after around .. two months .. finally said alright
12 now I'm ready to get this thing fixed .. so I knew and I kinda
13 knew .. and he's never asked me for anything else with his car
14 .. tire rotations and stuff he would ask me before .. and if
15 something else was wrong with the car .. what is this noise or
16 something
17 something
18

19 **Attorney Neil:** now prior to the car being
20 brought to autoworks .. did you notice any issues with the
21 timing of the car
22

23 **Joe Tunning:** no sir

24 **Attorney Neil:** thank you your honor .. no
25 further questions

26 **Judge:** alright .. ok .. okey dokey ..
27 anything else on cross
28

1 **Chris Chabot:** no .. no questions your honor

2 **Judge:** is that the plaintiff's case

3 **Attorney Neil:** yes your honor

4 **Judge:** alright sir .. you may proceed .. for
5
6 your defense you may call any witness you may wish to call

7 **Judge:** yourself .. too may proceed with your
8
9 defense

10 **Chris Chabot:** I have no witness's

11 **Judge:** do you wish to call yourself to
12
13 testify

14 **Chris Chabot:** I don't understand how I would
15
16 ask myself questions your honor

17 **Judge:** you don't have to ask yourself
18
19 questions .. you just have to come up and give your side of the
20
21 story

22 **Chris Chabot:** yes .. then I'll call myself
23
24 your honor

25 **Judge:** come on (swear in)

26 **Judge:** thank you .. Mr. Chabot just have a
27
28 seat .. you don't have to question yourself .. you can just go
29
30 on right into your testimony

31 **Chris Chabot:** well .. um .. this is all very
32
33 hazy because I don't remember this car .. I can go back through

1 my records and look at hundreds of vehicles that have gone
2 through my shop .. I've been in business for the past three
3 years .. um my expertise is .. I started a .. I'm forty one
4 years old I .I left went to College and also learned automotive
5 technology and after graduating from there .. started
6 immediately at a Ford Dealership a.. the first dealership I
7 worked at unfortunately also went out of business after a few
8 years .. I did make it to another Ford Dealership where I
9 continued to work to .. after I left the dealership I had the
10 opportunity to work for a race car shop .. performance automatic
11 in Gaithersburg, MD .. um .. I worked there another three years
12 then did restorations on cars for a couple of years .. then I
13 went to a truck shop where I finished off for about nine years
14 there .. and I am ASE Certified Master Technician .. so I have
15 lots of experience your honor
16
17
18

19 **Judge:** yes you do

20 **Chris Chabot:** I did open the place three
21 years ago .. a I did a little bit of active duty military time
22 .. my life story is a little weird .. I did go active duty for a
23 few years and when I got released from Ft Bragg
24

25 **Judge:** do you work on all kinds of cars .. a
26 .. European or what do you work on
27
28

1 **Chris Chabot:** mostly I .. right now I am the
2 closet automotive repair shop to CCU and a .. it's not a big
3 place its three bays and an office, in the industrial building
4 .. 80% of my customers are students .. and most come from the
5 north .. you have kids from New Jersey .. New York ..
6 Connecticut ,, Pennsylvania .. a lot of these kids are driving
7 .. Volvo's .. Audis .. and BMW's so I do see quite a few
8 European and German cars .. I guess that gives a little bit of
9 background on me .. I opened autoworks after three years got my
10 tools out of storage after active duty .. aw .. came down here
11 to the beach and a .. have been doing well every year I have
12 been .. getting better .. growing and this seems to be the only
13 hiccup with hundreds of cars that I've worked on .. um in this
14 instance its very strange to take a three thousand dollar job in
15 and release the job .. I don't know how long I would stay in
16 business without getting I had like .. I said Mr. Howell .. I
17 don't know Mr. Howell .. I do know Joe um we had a brief contact
18 with a .. I had some four wheel drive type stuff .. so I was
19 looking for somebody in the area that knew how to do lift kits
20 and everything and that's how I made contact with Mr. Tunning ..
21 I sent him a customer .. I sent him a truck um .. Sublette the
22 work out to him .. he got it done .. um we also .. he brought me
23 another vehicle ..actually I don't remember what it was .. I
24
25
26
27
28

1 remember it was a clutch and something um but I thought we had
2 .. we started like a buddy .. a business relationship and um ..
3 then um .. its .. a I do remember him bringing me a BMW later on
4 .. this must have been over a year ago .. but um it was brought
5 to me the work wasn't done .. there was no payment .. there was
6 also no work order .. there was nothing .. so this was kinda a
7 surprise .. when I got this in the mail
8

9 **Judge:** okey dokey .. anything else

10 **Chris Chabot:** no your honor

11 **Judge:** is there any questions Mr. Neil has
12 for you for cross examination
13

14 **Attorney Neil:** so Mr. Chabot is it my
15 understanding you really don't remember much recollection
16 regarding the car .. at all
17

18 **Chris Chabot:** no I mean I have file cabinets
19 full of work orders .. if I tried to remember every single
20 person that came through my shop .. it would be a very difficult
21 task
22

23 **Attorney Neil:** ok .. so you don't really have
24 a recollection about this one .. this particular vehicle
25

26 **Chris Chabot:** no
27
28

1 **Attorney Neil:** ok .. no further questions

2 your honor

3 **Judge:** any more questions you may have

4 **Chris Chabot:** from me your honor

5 **Judge:** yes

6 **Chris Chabot:** no your honor

7 **Judge:** ok .. thank you .. ok I appreciate it

8 .. thank you sir have a seat

9 **Judge:** alright, anything else .. closing

10 arguments .. we'll go ahead and proceed

11 **Attorney Neil:** we'll go ahead and waive our

12 opening .. we're going to do the rebuttal

13 **Judge:** alright .. I understand what your

14 gonna do .. he is waiving his .. opening .. so he is going to go

15 last.. so do you have anything in closing to s

16 **Chris Chabot:** there is nothing left really I

17 have to add .. I mean .. your honor

18 **Judge:** alright .. ok and you

19 **Attorney Neil:** your honor its clear the car

20 was obviously delivered to autoworks and they were hired to

21 preform a job .. they were to replace the valves on the car .. a

22 .. at that time there was no issue with the valves on the car

23 just the .. seals .. um .. once they had done the work its clear

28

1 .. the defendant was there .. the car was started it made a
2 sound that indicated there's a .. collision between the pistons
3 and the valves .. it was then taken to Hughe's Automotive to
4 preform a camera inspection and verify that and to issue their
5 opinion and is also inline with .. our expert .. Joe Tunning ..
6 that the car was out of time as a result it bent and destroyed
7 the valves .. like Mr. Howell had testified that the value of
8 the car was sixty two hundred dollars .. um .. they .. incurred
9 an additional six hundred in parts which were also delivered to
10 autoworks .. which he paid for .. to do the seal repair .. um
11 and they had a sixty dollar tow job and of course .. the three
12 thousand dollar .. credit he received when he sold the car .. as
13 is .. we are looking for the difference Mr. Howell lost ..
14 thirty eight hundred sixty dollars we ask for you to grant that
15 .. thank you

16
17
18
19 **Judge:** ok .. thank you vey much .. alright I
20 think I've heard everything .. I'll have a decision made shortly
21 .. thank you both

22 **Chris Chabot:** thank you your honor
23
24
25
26
27
28

1 STATE OF SOUTH CAROLINIA

2 I, Martha Wilson of Grand Coastal Paralegal
3 Services do hereby certify that the foregoing proceedings were
4 transcribed by me from CD produced by Christopher Chabot and the
5 Surfside Magistrate 15th Judicial Court, and are a true, complete
6 and accurate record of said proceedings to the best of my
7 ability based upon the quality of the recording.
8

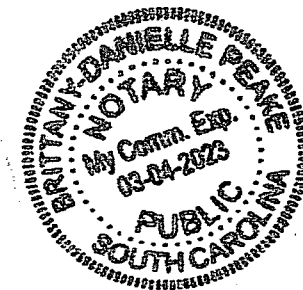
9
10 *Martha Wilson*

11
12 Martha Wilson
13 Transcriber

14
15 I Brittany Peake, a Notary Public of the State of
16 Maryland do hereby certify that the foregoing transcript was
17 presented before me as an accurate and true transcript of a cd
18 recording produced by Christopher Chabot and the Surfside
19 Magistrate 15th Judicial Court and transcribed by Grand Coastal
20 Paralegal Services.
21

22 As a witness my hand and notarial seal the 15th
23 day of September 2014.
24

25 *Brittany Danielle Peake*
26 Notary Public
27
28



Wed. #27

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2014CP2601684

Christopher Chabot Autoworks

Archie Howell

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: CLERK OF COURT

Attorney for: Plaintiff Defendant
 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 40(e), 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:

FILED
HORRY COUNTY
OCT 6 PM 3:03
MELNICKI SUGGESTWARD
CLERK OF COURT

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:

Magistrate Appeal dismissed.

ORDER INFORMATION

This order ends does not end the case.
Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

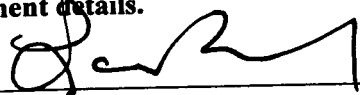
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	N/A

If applicable, describe the property, including tax map information and address, referenced in the order:

APPO83

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.**



Circuit Court Judge

2152

Judge Code

10/1/2014

Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on, to attorneys of record or to parties (when appearing pro se) as follows:

Christopher Chabot 4787 Dahlia Court # 204 Myrtle Beach, SC 29577

Archie Howell 216 Labonite Street Conway, SC 29526

Mark Neill P O Box 2810 Murrells Inlet SC 29576

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter Natalie Dahl

Melanie Huggins-Ward - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Copy of Order/ Mailed 10-8-14 Initials AL

APP084

STATE OF SOUTH CAROLINA
COUNTY OF HORRY COUNTY

THE COURT OF COMMON PLEAS

CASE NO: 2014CP2601684

Christopher Chabot
DBA Autoworks,
Appellant,

Vs.

Archie Howell,
Respondent,

HORRY COUNTY
CLERK OF COURT
14 OCT 18 PM 4:08
NEWBERRY, MISSISSIPPI

NOTICE OF MOTION AND MOTIONS FOR RECONSIDERATION, JUDGMENT NOTWITHSTANDING THE VERICT AND/OR ALTER OR AMEND THE JUDGMENT, JUDICIAL REVIEW, JUDICIAL REVIEW OF DAMAGES, AND DENOVO

Now Comes the Appellant Christopher Chabot DBA Autoworks, motion for reconsideration, judgment notwithstanding the verdict, judicial review, judicial review of damages and denovo.

STATEMENT OF FACTS

The plaintiff filed complaint against the defendant and his business on September 9, 2013 in the surfside magistrate court bearing the case number 2013CV261041363.

The Honorable Blanton was the sitting judge in the case.

The bench trial was held on January 22, 2014

Judge Blanton found in favor of the plaintiff in the amount of \$3,995.00

The defendant filed an appeal to the court of common pleas.

The appellant case was dismissed and docketed by court order form four on October 06, 2014.

The Defendant herein reinstates all above statements, motions and exhibits previously entered in court previously.

The defendant Christopher Chabot asks this court to reconsider dismissing his appeal. The defendant entered a motion to vacate and dismiss the plaintiff's claims with prejudice as well as two exhibits. The first exhibit was the complaint filed by the plaintiff and the second was the transcript of the magistrate court hearing. The motion entered was more than efficient to have the plaintiffs' claims vacated and dismissed with prejudice.

As set forth in the defendant's motion was more than enough evidence and south Carolina case law that would more than satisfied the court to vacate the lower court's ruling and dismiss the claims of the plaintiff.

In addition to the appeal hearing arguments and the defendant's motion "the plaintiff proved no damages showed no receipts, no invoices, no work orders, no blue book values, no estimates, no pictures of the condition of the car, especially the sale of the car. In RoTec Services, Inc. v. Encompass Services, Inc., 359 SC. 467, 473, 597 S.E.2d 881, 884 (Ct. App. 2004) the appellant court found that, "Encompass has failed to allege any facts which would tend to prove Rotec committed a fraudulent act accompanying its alleged breach of contract."

The Court of Appeals of South Carolina standard of review in the Maro v. Lewis, 697 S.E.2d 684 (S.C. Ct. App. 2010) stated "This being an action for the breach of contract, the burden was upon the [plaintiff] to prove the contract, its breach, and the damages caused by such breach."

"The purpose of an award of damages for breach of contract is to put the plaintiff in as good a position as he would have been in if the contract had been performed." Minter v. GOCT, Inc., 322 S.C. 525, 528, 473 S.E.2d 67, 70 (Cl. App. 1996). "The proper measure of compensation is the loss actually suffered by the plaintiff as a result of the breach." *Id.*

There is simply no way of knowing the proper compensation if there is to be compensation to be had in this case. The value of the car or damages lost was never presented in court. There is no diagnosis of what was wrong with the vehicle when he supposedly testified (hearsay that should have not been allowed) what somebody told him that he needed. There is no way of knowing even if he sold the vehicle. Without the proof of damages; damages cannot be given."

In the original complaint the plaintiff claimed the car was worth \$9,000 but in their testimony it was \$7,200 and then \$ 6,200 so really what was it worth?

There was simply no evidence that the plaintiff had any kind of agreement with the defendant. He failed to meet any and all the elements in of his claims against the defendant.

His own expert witness Joe Tunning who was unqualified as an expert should never been allowed to testify to his knowledge of the situation not only accepted the money from the plaintiff but took the car apart. "The court erred in letting Joe Tunning testify in this case. He was unqualified and was highly prejudicial in this case. The plaintiff stated in his testimony about Joe Tunning " when he looked at it..um he decided it was something that was out of his realm... because he did not have the capability to fix that" (See Exhibit B attached to motion to vacate Page 5 line15-19). Joe Tunnings testimony stated when he purchased the parts he talked to the guy "that kinda told me what was the easiest way to do it..and I felt comfortable in doing it..but I didn't know the motor" (Exhibit B attached to motion to vacate Page 20 line 3-7) His

extent in his own words of being an expert was "from basic maintenance to lift kits..rims..tires..some general maintenance repair"(Exhibit B attached to motion to vacate Page 14 Lines6-8)" In addition to the Plaintiff's expert witness being unqualified and prejudicial, it was he himself who took apart the vehicle. " I was kinda ready to do it.. I went and popped the hood took the engine cover off.. there was so much going on.. under there I am not a BMW kinda person.. could have done it.. maybe.. but that wasn't a chance I was taking.. because if I couldn't afford to fix it.. if I broke it" (Exhibit B attached to motion to vacate Page 20-21 Lines24-2)" There is no way to know what Mr. Tunning did to the vehicle. In fact matter he could done something to the vehicle, not put it back together and he supposedly drove it to Autoworks which could have caused the damage.

There was simply no contract between the plaintiff and defendant. *Fuller v. E. Fire & Cas. Ins. Co.*, 240 S.C. 75, 89, 124 S.E.2d 602, 610 (1962). "The general rule is that for a breach of contract the defendant is liable for whatever damages follow as a natural consequence and a proximate result of such breach." *Id.* The court of appeals reversed and remanded the case due to the plaintiff did not prove all the necessary elements to prove a breach of contract had taken place. There was no offer acceptance no compensation in this case only between the plaintiff and his expert witness Joe Tunning. The plaintiff never spoke to the defendant so how could there be a meeting of mind? South Carolina law allows people injured by defective products to recover damages under three contract theories: breach of an express warranty, breach of an implied warranty of merchantability; and breach of an implied warranty of fitness for a particular purpose. See *Herring v. Home Depot, Inc.*, 350 S.C. 373, 379-80, 565 S.E.2d 773, 776 (Ct. App. 2002) ("Breach of warranty is an action affirming the contract."). All which are based when an

action has taken place affirming a contract. Here the defendant has already proven that no contract had taken place.

The plaintiff also filed a claim for negligence and misrepresentation against the defendant. How could he be negligent or misrepresent anything to the plaintiff they didn't have a contract, he never spoke to the plaintiff nor touched his vehicle.

A claim for negligent misrepresentation is predicated upon the transmission of a negligently made false statement. See Armstrong v. Collins, 366 S.C. 204, 220, 621 S.E.2d 368, 376 (Ct. App. 2005); Sauner v. Pub. Serv. Auth. of S.C., 354 S.C. 397, 407, 581 S.E.2d 161, 166 (2003); Robertson v. First Union Nat'l Bank, 350 S.C. 339, 349, 565 S.E.2d 309, 315 (Ct. App. 2002); Brown v. Stewart, 348 S.C. 33, 42, 557 S.E.2d 676, 680-81 (Ct. App. 2001); West v. Gladney, 341 S.C. 127, 134, 533 S.E.2d 334, 337 (Ct. App. 2000). Like negligent misrepresentation, an actionable fraudulent misrepresentation case requires there first be a false representation predicated upon misstatements of fact rather than upon expression of opinion, intent, or confidence that the deal would be satisfactory. See Bishop Logging Co. v. John Deere Indus. Equip. Co., 317 S.C. 520, 526-27, 455 S.E.2d 183, 187 (Ct. App. 1995) (finding statements by equipment seller concerning expected performance of logging system were opinions as to future performance and could not be basis for claim of fraud).

More specifically, the alleged false representation must be of a present or pre-existing fact. See Spires v. Acceleration Nat'l Ins. Co., 417 F. Supp. 2d 750, 755-56 (D.S.C. 2006) (applying South Carolina law). The negligent representation cannot be based on unfulfilled promises or statements as to future events. See Fields v. Melrose Ltd. P'ship, 312 S.C. 102, 105, 439 S.E.2d 283, 285 (Ct. App. 1993).

No right to rely In addition to showing that a false representation was made, a plaintiff must also show that it had a right to rely on such representation in order to pursue a claim for either negligent misrepresentation or fraudulent misrepresentation. See GSM Dealer Servs., Inc. v. Chrysler Corp., 32 F.3d 139, 142 (4th Cir. 1994) (applying South Carolina law).

When there is no fiduciary relationship between the parties and the situation involves an arm's length transaction between mature, educated parties, there is no right to rely. Lands Inn, Inc. v. Branch Banking and Trust Company of South Carolina, C.A. No. 2:98-158-23 (S.C. Com. Pl. April 12, 1999) (citing Florentine Corp. v. PEDA I, Inc., 339 S.E.2d 112, 114 (S.C. 1985).

The plaintiff went as far as to file a claim against the defendant under the South Carolina regulation of manufacturers' distributors and dealers act. Under the act section 56-15-10 they are defined as follows: (h) "Dealer" or "motor vehicle dealer", any person who sells or attempts to affect the sale of any motor vehicle. (b) "Manufacturer," any person engaged in the business of manufacturing or assembling new and unused motor vehicles. (g) "Distributor", any person who sells or distributes new motor vehicles to motor vehicle dealers or who maintains distributor representatives within the State. All which do not apply to the defendant. This act does not have anything to do with the defendant.

This case should have falling under contributory negligence on the part of the plaintiff. It was the plaintiff who gave the money and took the car to Joe Tunning without asking his qualifications and allowed Joe Tunning to take apart the vehicle. See Rose v. Paddy, 340 S.C, 428,532 S.E.2d 612 (ct. App. 2000).

During the defendant's appeal the plaintiff's attorney brought up the defendants testimony about not remembering the vehicle which he misconstrued his statements that he knew nothing about

the vehicle. If the court would look at (Exhibit B attached to motion to vacate Page 36 line 3-7)

“I do remember him bringing me a bwm later on.. this must have been over a year ago.. but um it was brought to me the work wasn’t done.. there was no payment.. there was also no work order.. there was nothing” The court did not allow the defendant Christopher Chabot to rebuttal the plaintiffs argument before dismissing his appeal.

WHEREFORE the defendant asks this court to take the time to read his prior motion as well as this filed motion to reconsider should be granted due to the abundance of the above statements and exhibits and evidence a reversal and a dismissal with prejudice should be entered due to the judgment does not fail into the scope of precedent law at the very least should be altered, amended, or set aside. Furthermore a judicial review and a judicial review of damages should be warranted since there was no evidence presented to the finding of the court.

Respectfully Submitted,



Christopher Chabot, Pro Se

Christopher Chabot

4784 Dahlia Court #204

Myrtle Beach SC 29577

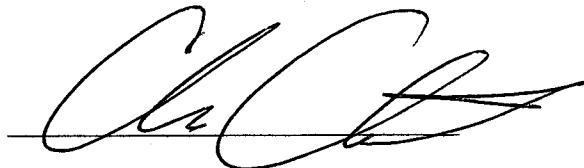
HOBBS COUNTY
OCT 09 2014
MURRELLS INLET, SC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing motion was mailed on October 09, 2014 prepaid first class mail to:

Neill Law Firm, PA
P.O. Box 2810
Murrells Inlet, SC 29576
Attorney for the Plaintiff

Respectfully Submitted,



Christopher Chabot
4784 Dahlia Court #204
Myrtle Beach SC 29577

STATE OF SOUTH CAROLINA
COUNTY OF HORRY COUNTY

PAID
THE COURT OF COMMON PLEAS

CASE NO: 2014CP2601684

Christopher Chabot
DBA Autoworks,
Appellant,
Vs.
Archie Howell,
Respondent,

FILED
HORRY COUNTY
2015 APR 23 PM 2:14
MELANIE HUGGINS-WARD
CLERK OF COURT

MOTION FOR CONTINUANCE

Now Comes the Appellant Christopher Chabot DBA Autoworks, motion for continuance in the above entitled case.

Christopher Chabot filed Notice of Motions And Motions For Reconsideration, Notwithstanding The Verdict And/ Or Alter Or Amend The Judgment, Judicial review, Judicial Review Of Damages, And DeNovo which was docketed by the court on October 13, 2014.

The Appellant Christopher Chabot will be not able to attend the trial on May 4th, 2015 that was set by the court due to prior commitments which he has paid for a trip that is non-refundable for a convention concerning his business, and career. The for mention trip was booked seven weeks ago and the trip is non-refundable. A date after May 14th is would not be an issue.

APP 089

Respectfully Submitted,



Christopher Chabot, Pro Se

Christopher Chabot

4784 Dahlia Court #204

Myrtle Beach SC 29577

FILED
Horry County
2015 APR 23 PM 2:14
MELANIE HUGGINS-WARD
CLERK OF COURT

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing motion was mailed on April 19th, 2015 prepaid first class mail to:

Neill Law Firm, PA
P.O. Box 2810
Murrells Inlet, SC 29576
Attorney for the Plaintiff

Respectfully Submitted,



Christopher Chabot

4784 Dahlia Court #204

Myrtle Beach SC 29577

APP0904

Man #32

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

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2014CP2601684

Christopher Chabot Autoworks

Archie Howell

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: CLERK OF COURT

Attorney for: Plaintiff Defendant
 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), SCRCP; Rule 41(a), SCRCP (Vol. Nonsuit);
 Rule 43(k), SCRCP (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON): Rule 40(j) SCRCP; 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:

Motion to reconsider dismissed failure to prosecute.

ORDER INFORMATION

This order ends does not end the case.
Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

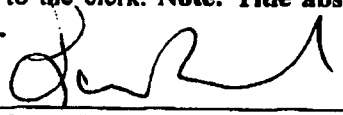
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	N/A

If applicable, describe the property, including tax map information and address, referenced in the order:

APP 095

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.**



Circuit Court Judge Larry B. Hyman, Jr. **2152** **5/4/2015**
Judge Code **Date**

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on, to attorneys of record or to parties (when appearing pro se) as follows:

Christopher Chabot 4787 Dahlia Court # 204 Myrtle Beach, SC 29577

Archie Howell 216 Labonite Street Conway, SC 29526

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter **Teresa Bautz**

Melanie Huggins-Ward - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

APP096

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)

IN THE COURT OF COMMON PLEAS
_____ JUDICIAL CIRCUIT
CASE NO.: 2014-CP-26-01684

Archie Howell)
vs.)
Christopher Chabot)
~~Respondent~~)
~~Respondent~~)

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Respondent Appellant

Respondent's Attorney: <u>Neill Law Firm PA</u> , Bar No. _____ Address: <u>PO Box 2810</u> <u>Murrells Inlet SC 29576</u> E-mail: _____ Other: _____	Appellant's Attorney: <u>Christopher Chabot</u> , Bar No. _____ Address: <u>4784 Dahlia Court # 204</u> <u>Myrtle Beach SC 29577</u> E-mail: _____ Other: _____
--	--

MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
 FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
 PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information
Nature of Motion: Notice of Appeal, Motion for Transcripts, Waiver
Estimated Time Needed: _____ Court Reporter Needed: YES / NO

SECTION II: Motion/Order Type
 Written motion attached
 Form Motion/Order
I hereby move for relief or action by the court as set forth in the attached proposed order.
Chris Chabot, Appellant May 26, 2015
Signature of Attorney for Plaintiff / Defendant Date submitted

SECTION III: Motion Fee
 PAID - AMOUNT: \$ _____
 EXEMPT: (check reason)
 Rule to Show Cause in Child or Spousal Support
 Domestic Abuse or Abuse and Neglect
 Indigent Status State Agency v. Indigent Party
 Sexually Violent Predator Act Post-Conviction Relief
 Motion for Stay in Bankruptcy
 Motion for Publication Motion for Execution (Rule 69, SCRCP)
 Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
 Other: _____

JUDGE'S SECTION
 Motion Fee to be paid upon filing of the attached order.
 Other: _____
JUDGE CODE _____
Date: _____, 20____

CLERK'S VERIFICATION
Collected by: _____ Date Filed: _____, 20____
 MOTION FEE COLLECTED: \$ _____
 CONTESTED - AMOUNT DUE: \$ _____

APP 097

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA

**In The Court of Appeals
[In The Supreme Court]**

**APPEAL FROM HORRY COUNTY
COURT of COMMON PLEAS**

LARRY B. HYMAN JR. Circuit Court Judge

Case No. 2014-CP-26-01684

Archie Howell,

Respondent,

v.

Christopher Chabot

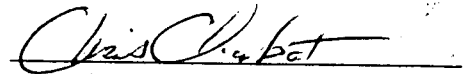
Appellant,

DBA Autoworks,

NOTICE OF APPEAL

The plaintiff filed complaint against the defendant/appellant and his business on September 9, 2013 in the surfside magistrate court bearing the case number 2013CV261041363. The Honorable Blanton was the sitting judge in the case. The bench trial was held on January 22, 2014. Judge Blanton found in favor of the plaintiff/respondent in the amount of \$3,995.00. The defendant filed an appeal to the court of common pleas. The appellant case was dismissed and docketed by court order form four on October 06, 2014. The appellant then filed a notice of motion and motions for reconsideration, judgment notwithstanding the verdict and/or alter or amend the judgment, judicial review of damages, and denovo which was docketed on October

13, 2014. The hearing took place on May 04, 2015 in which Honorable Judge Larry B. Hyman Jr. dismissed the appellant's motions and was docketed on May 07, 2015.



May 26, 2015

Christopher Chabot, Pro Se
4784 Dahlia Court #204
Myrtle Beach SC 29577

Other Counsel of Record
Neill Law Firm, PA
P.O. Box 2810
Murrells Inlet, SC 29576
Attorney for the Respondent

STATE OF SOUTH CAROLINA
COUNTY OF HORRY COUNTY

THE COURT OF COMMON PLEAS
CASE NO: 2014CP2601684

Archie Howell,

Respondent,

Vs.

Christopher Chabot

DBA Autoworks,

Appellant,

**APPELLANT CHRISTOPHER CHABOT'S MOTION FOR TRANSCRIPTS AND
DOCKETING REPORT**

Now Comes, the Appellant Christopher Chabot's motion to request this Honorable Court for the transcripts and docketing report.

WHEREFORE, the Appellant Christopher Chabot respectfully asks this Honorable Court for the transcripts and docketing report.



Christopher Chabot
4784 Dahlia Court #204
Myrtle Beach SC 29577

Certificate Of Service

I hereby sent a copy of this foregoing motion; APPELLANT CHRISTOPHER CHABOT'S MOTION TO APPEAL and MOTION FOR TRANSCRIPTS AND DOCKETING REPORT mailed first class prepaid on this 26th Day of May 2015 to:

Neill Law Firm, PA
P.O. Box 2810
Murrells Inlet, SC 29576
Attorney for the Plaintiff

Respectfully Submitted,



Christopher Chabot
4784 Dahlia Court #204
Myrtle Beach SC 29577