

9

22877

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

RECEIVED
JUN 23 2016
SC Court of Appeals

Archie Howell,

Respondent,

v.

Christopher Chabot

Appellant,

RECORD ON APPEAL

Mark D. Neill, Esquire
The Neill Law Firm
P.O. Box 2810
Murrells Inlet, South Carolina 29576
(843) 651-8580
Attorneys for Respondent Archie Howell

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

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I undersigned hereby certifies that the Record On Appeal contains all material proposed to be included by any of the parties and not any other material.



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

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing record on appeal, updated named brief from final brief to reply, and letter was mailed on 10. 20, 201~~8~~ prepaid first class mail to:

Neill Law Firm, PA

P.O. Box 2810

Murrells Inlet, SC 29576

Attorney for the Respondent

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 FS	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	

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

COMPLAINT

SOUTH STRAND MAGISTRATE
13 SEP -9 PM 7:05

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.

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.

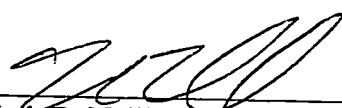
FIFTH CAUSE OF ACTION
(VIOLATION OF SOUTH CAROLINA
CONSUMER PROTECTION CODE)

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: 7/9, 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 JUDICIAL 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.

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.

7

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.

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

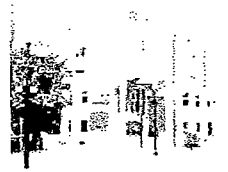
The Plaintiff's claim is barred by Expressed assumption of risk.

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



South Carolina Judicial Department Case Book

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	

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 Reciept 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

PAID COUNTY OF

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

RECEIVED
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)

- Contracts: Constructions (100), Debt Collection (110), Employment (120), General (130), Breach of Contract (140), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case # 20 -CP-, Notice Filed Med Mal (230), Other (299)
Torts - Personal Injury: Assault/Slander/Libel (300), Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Auto Liability (360), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Drv. License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcribed Judgment (740), Arbitration (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement (780), Other (799)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCJDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Comm. (990), Employment Security Comm (991), Other (999)
Special/Complex/Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of-State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Sexual Predator (510)

Submitting Party Signature: [Signature]

Date: MAR. 17, 2014

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, 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
Horry COUNTY
MARCH 17 PM 3:37
CLERK OF COURT
FLANIE HUGGINS-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, 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
HUGGINS COUNTY
2014 MAR 17 PM 3:37
MELANIE HUGGINS-WARD
CLERK OF COURT

Respectfully Submitted,



Christopher Chabot
216 E. Labonte Street
Conway, SC 29526

8-06 #2

PAID

STATE OF SOUTH CAROLINA)
COUNTY OF Horry)
Christopher Chabot Etal)
Plaintiff,)
vs.)
Archie Howell)
Defendant.)

IN THE COURT OF COMMON PLEAS
JUDICIAL CIRCUIT

CASE NO. 2014-CP-2604-1684

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 3:19
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: \$ _____

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
14 AUG -7 PM 3:10
MELANIE HIGGINS-WARD
CLERK OF COURT
CLOSING TIME
14 AUG 14 PM 1:58
HORRY COUNTY
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.

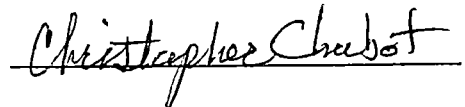
1. The above case was appealed from the Surfside Magistrate Court for the Court bearing the case number of 2013-CP-26-104-1363.
2. The original case was heard by Honorable Judge Gregory Derek Blanton
3. A judgment was filed against the plaintiff on March 26, 2014 in the amount of \$3,995.00 bearing a 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
14 AUG -7 PM 3:10
MELANIE HIGGINS-WARD
CLERK OF COURT

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

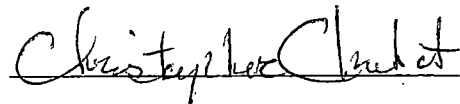
4784 Dahlia Court #204

Myrtle Beach SC 29577

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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
HOBBS 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 JIGGINS-MARCO
CLERK OF COURT

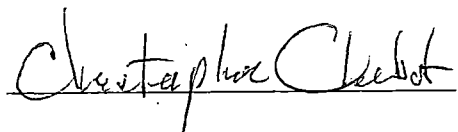
NOTICE OF PLAINTIFF CHRISTOPHER CHABOT'S NEW MAILING ADDRESS

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), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit);
 Rule 43(k), SCRPC (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON): Rule 40(j) SCRPC; Bankruptcy; Other: _____
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
 Affirmed; Reversed; Remanded; Other: _____

FILED
HORRY COUNTY
15 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-CD-26-104-1363

13 SEP -9 PM 7:05

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 vaives. 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.

6E

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.

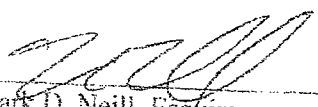
FIFTH CAUSE OF ACTION
(VIOLATION OF SOUTH CAROLINA
CONSUMER PROTECTION CODE)

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: 7/1, 2013
Murrells Inlet, South Carolina

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

3 ----- x
4 ARCHIE HOWELL,

No. 2013-CP-26-104-1363

5
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 Honorable Judge Blanton,
18

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.

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

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

27 **Archie Howell:** that is correct
28

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
24
25
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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

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

11 **Attorney Neil:** .. so .. at that point would
12 the car .. even start
13

14 **Archie Howell:** it did crank up and then
15 turned off and I don't believe we ever tried to crank it back up
16 again .. while I was there .. no
17

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

20 **Archie Howell:** well .. we .. we .. went
21 outside and we talked about it .. and at that point I made
22 the decision that I couldn't have the car there because ..
23 it .. now I drove it in .. where it was driven there .. now
24 .. it couldn't be driven out of there
25
26
27
28

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

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

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

11 **Archie Howell:** went onto Kelly Bluebook and
12 looked to see what the retail verses trad in .. and stuff like
13 that .. and the price was .. aw .. I believe it was sixty two
14 hundred dollars .. for tha model .. and that year .. and that
15 shape that it was in
16

17 **Attorney Neil:** and that accounted for the
18 mileage as well
19

20 **Archie Howell:** absolutely did

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

24 **Archie Howell:** I had paid six hundred
25 dollars' worth of parts .. and I guess .. and advanced "labor on
26 it" ... and then a sixty dollar tow bill
27
28

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
29

30 **Chris Chabot:** three or four days
31

32 **Archie Howell:** yes sir
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Chris Chabot: wh... when you say that you put

in advanced labor ... you said you paid six hundred dollars... I believe ... who was that given to

Archie Howell: that was given to Joe Tunning

Chris Chabot: ok... um... and the car was there for four days... um ok... do you have a work order from autoworks... saying

Archie Howell: I do not

Chris Chabot: no further questions your honor

Judge: (redirects)

Attorney Neil: nothing further your honor

Judge: thank you .. you may step down

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

(Bailiff swears Joe Tunning in)

Judge: your witness Mr. Neil

Attorney Neil: thank you your honor

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

Joe Tunning: Joseph Earl Tunning

Attorney Neil: and Joe what is it that you do 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

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

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

15 **Joe Tunning:** yes sir

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

19 **Joe Tunning:** uh uh

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

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

26 **Chris Chabot:** his credentials are based on
27 him going to UTI?
28

56

ADD 056

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

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

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

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

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

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

21 **Joe Tunning:** uh uh .. I did a bunch of ..
22 mostly of the jobs I did were kind of "under the table stuff"
23 and stuff like that for some friends that I had known .. um ..
24 then I started doing lift kits on my own and as that kinda took
25 off is when I opened up a shop just to do .. really all I wanted
26 to do was truck stuff .. really that's all I wanted to do
27
28

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
6 **Joe Tunning:** yes

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

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

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

14 **Judge:** well ..

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

23 **Judge:** anything else you want to say

24 **Chris Chabot:** um .. can I enter myself as an
25 expert .. (pause .. laugh)
26
27
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 ..
5

7 **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

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

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

25 **Joe Tunning:** yes the valve "seals" in the BMW
26 Attorney Neil: and how was it that you determined it was a valve
27 seal issue
28

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ADD 1/2

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

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

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

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

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
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65

APPENDIX

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

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

25 **Attorney Neil:** and you say to line the cam up
26 .. is this in reference to the timing
27

28 **Joe Tunning:** yes sir

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

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

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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 **Joe Tunning:** yes sir

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

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

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

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

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

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
13 **Joe Tunning:** uh uh

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
25 **Joe Tunning:** it can jump

26 **Chris Chabot:** it can jump

27 **Joe Tunning:** uh uh
28

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

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

4
5 **Judge:** ok

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

8
9 **Joe Tunning:** yes

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

12 **Joe Tunning:** uh .. a couple of times .. and
13 that's actually the first time he ever came to my shop .. we'd
14 done some talking before .. we had a good relationship and
15 that's the first time he came by .. and was .. wondering .. if
16 he was going to get paid .. and I don't blame him for that ..
17 the mechanics leverage for that is the car and I know that ..
18 its a bad feeling and I know when Mr. Howell said he was gonna
19 pay him I had no doubt in my mind .. that he's gonna pay the man
20 .. so that's the only reason why I went to bat and begged him to
21 release the car .. just to get this whole thing over with .. and
22 that is the only reason .. if I didn't feel Mr. Howell was going
23 to do it .. I know the position to be in .. a mechanic sitting
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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 defense
9 **Chris Chabot:** I have no witness's
10 **Judge:** do you wish to call yourself to
11 testify
12 **Chris Chabot:** I don't understand how I would
13 ask myself questions your honor
14 **Judge:** you don't have to ask yourself
15 questions .. you just have to come up and give your side of the
16 story
17 **Chris Chabot:** yes .. then I'll call myself
18 your honor
19 **Judge:** come on (swear in)
20 **Judge:** thank you .. Mr. Chabot just have a
21 seat .. you don't have to question yourself .. you can just go
22 on right into your testimony
23 **Chris Chabot:** well .. um .. this is all very
24 hazy because I don't remember this car .. I can go back through
25
26
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28

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

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

26 **Chris Chabot:** no
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Attorney Neil: ok .. no further questions

your honor

Judge: any more questions you may have

Chris Chabot: from me your honor

Judge: yes

Chris Chabot: no your honor

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

.. thank you sir have a seat

Judge: alright, anything else ... closing

arguments .. we'll go ahead and proceed

Attorney Neil: we'll go ahead and waive our

opening .. we're going to do the rebuttal

Judge: alright .. I understand what your

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

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

Chris Chabot: there is nothing left really I

have to add .. I mean .. your honor

Judge: alright .. ok and you

Attorney Neil: your honor its clear the car

was obviously delivered to autoworks and they were hired to

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

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

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

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 CAROLINA

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

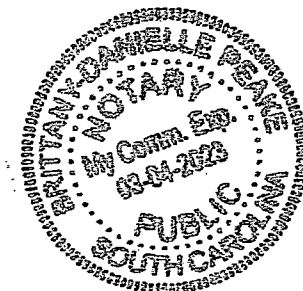
9
10 Martha Wilson

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
27 Notary Public



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 41(a), SCRPC (Vol. Nonsuit);
 Rule 43(k), SCRPC (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j) SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other: _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other:

FILED
JULY 6 PM 3:03
HORRY COUNTY
CLERK OF COURT
MELANIE HUGGINS WARD

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.

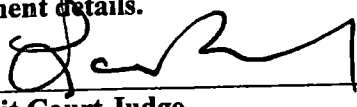
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	N/A

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

83

APP 083

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

84

ADP024

STATE OF SOUTH CAROLINA
COUNTY OF HORRY COUNTY

THE COURT OF COMMON PLEAS

CASE NO: 2014CP2601684

HORRY COUNTY
16 OCT 18 PM 4:42
CLERK OF COURT

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

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 (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."

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



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

THE COURT OF COMMON PLEAS

CASE NO: 2014CP2601684

PAID

Christopher Chabot
DBA Autoworks,
Appellant,

Vs.

Archie Howell,
Respondent,

FILED
HORRY COUNTY
2015 APR 23 PM 2:19
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.

Respectfully Submitted,



Christopher Chabot, Pro Se

Christopher Chabot

4784 Dahlia Court #204

Myrtle Beach SC 29577

FILED
HUNTER 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

Mon #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), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit);
 Rule 43(k), SCRPC (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON): Rule 40(j) SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other: _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
 Affirmed; Reversed; Remanded; Other: _____

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order; (formal order to follow) Statement of Judgment by the Court:

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.

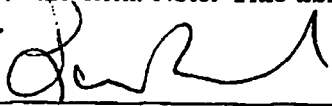
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
N/A	N/A	N/A

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

95

ADD PAGE

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

Judge Code

5/4/2015

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.

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)
~~Defendant~~)

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Respondent

Appellant

~~Plaintiff's~~ Attorney: Neill Law Firm PA, Bar No. _____
Address: Po Box 2810
~~Phone:~~ Murrells Inlet SC 29576
E-mail: _____ Other: _____

~~Defendant's~~ Attorney: Christopher Chabot, Bar No. _____
Address: 4784 Dahlia Court # 204
~~Phone:~~ Myrtle Beach SC 29577
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
Signature of Attorney for Plaintiff / Defendant

May 26, 2015
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, SCRPC)
 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: \$ _____

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

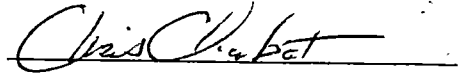
Appellant,

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