

## Woman Injured In Dock Collapse Settles Claim For \$1.625 Million

By **Gregory Froom**

A woman whose leg was crushed when a dock collapsed at a Cherry Grove vacation home has settled her claims against the house's owner and a North Myrtle Beach rental agency for \$1.625 million.

In a settlement reached Nov. 16, Elliott Realty agreed to pay the plaintiff \$875,000. The homeowner paid an additional \$750,000, according to the plaintiff's case report.

Mt. Pleasant attorney D. Nathan Hughey, who represented the plaintiff, said he hopes the case serves as a wakeup call for owners of vacation homes and the real estate agencies that rent them.

"I think it's a tacit acknowledgement that the people who rent those houses do have a reasonable expectation that they are going to be in a reasonably safe condition," Hughey told Lawyers Weekly.

The plaintiff, who was visiting the Grand Strand area from Georgia, rented the house through Elliott Realty in the summer of 2002. The house was situated near a canal and had a dock.

The dock was nearly a decade old at the time of the accident.

The plaintiff walked onto the dock at low tide when a gangway collapsed and landed on top of her leg. She spent about 30 minutes in the canal before emergency workers freed her, according to the report.

Hughey said her leg was essentially crushed by the falling gangway and the break exposed her bone to pluff mud in the canal.

Her leg injury became infected and she underwent a dozen surgeries. Her condition left her wheelchair-bound and unable to work her former retail job, the report states.

She sued the realty company and the homeowner in Horry County in 2005. The plaintiff's causes of action included negligence, violation of the Residential Landlord and Tenant Act and breach of contract.

The case is *Tucker v. Moore and Elliott Realty, Inc.* Civil Action No. 05-CP-26-2715.

### **Rusty Bolts**

Corroded bolts were to blame for the gangway's collapse, according to the case report.

Elliott Realty stated in discovery that "the floating dock collapsed because the bolts holding the gangway to the seawall corroded over time because of the environment and then failed on the day in question," the report states.

Photographs taken by Elliott realty showed the bolts and contained a caption stating "rusted [and] corroded bolts," according to the case report.

Said Hughey, "We figured out that it would have taken something like \$1.99 to buy the two bolts. What could have been prevented for \$1.99 ended up ruining [my client's] life. That was powerful."

## **Whose Responsibility?**

One of the key areas of dispute in the matter: whose job was it to inspect and repair the dock?

The homeowner testified that she expected Elliott Realty to maintain the dock — and Elliott had told her it was conducting annual inspections, according to the case report.

However, an Elliott handyman said he never inspected the dock before the accident, the report states.

Elliott contended that it had "no responsibility whatsoever for any inspection maintenance, upkeep, repair and/or renovation of the gangway and dock in question," according to the plaintiff's case report.

Hughey argued that Elliott was obligated to inspect the property for hazards.

"They're holding the house out for rent and they're taking a pretty substantial chunk out of the rental income. For them to take the position under oath that they had no duty to do anything to make the house safe aside from open and obvious dangers — we thought that was a pretty untenable position on their part," he said.

"It's a classic case of one person saying 'I thought they were doing it' and the other one saying 'I thought they were doing it,'" Hughey said.

He contended that both the homeowner and the realty company shared the blame for the accident.

"Our position was that they were jointly liable," he said. The homeowner, who lived in Charlotte, N.C., could not shrug off her responsibility simply because she assumed the rental agency was maintaining the home, according to Hughey.

"Regardless of whom she thought was doing it, from a legal perspective it's her property and she's got them on there as invitees and she does have a duty to at least reasonably repair the premises," he said.

## **Sizeable Award**

Hughey attributed the \$1.625 million settlement to the defendants' clear liability and the plaintiff's sizeable damages.

"I think that the relatively large amount came from her injuries and the fact that it could have been prevented so easily," he said.

"It was a case where you had clear hard specials and also some pretty significant pain and suffering," Hughey said.

The special damages exceeded \$225,000 in medical bills and more than \$300,000 in lost wages, according to the plaintiff's case report.

— Questions or comments may be directed to the writer at [greg.froom@sc.lawyersweekly.com](mailto:greg.froom@sc.lawyersweekly.com).