

Columbia, South Carolina

March 8, 2007



OPINIONS
OF
THE SUPREME COURT
AND
COURT OF APPEALS
OF
SOUTH CAROLINA

ADVANCE SHEET NO. 10

March 12, 2007
Daniel E. Shearouse, Clerk
Columbia, South Carolina
www.sccourts.org

fees from this security bond as “costs or damages” caused by the temporary injunction. Further, they contend the master should have held Buyer in contempt for closing this account before the resolution of post-trial motions.

Fees paid for defending an action to which the injunction is merely ancillary are not recoverable from the security bond. Walker v. Oswald, 181 S.C. 278, 186 S.E. 916, 919 (1936); Livingston v. Exum, 19 S.C. 223 (1883). In an action to determine the rights of parties in reference to land, as here, an injunction is considered ancillary. Hill v. Thomas, 19 S.C. 230 (1883). Attorney’s fees for successfully ending the temporary injunction as part of this suit are therefore not recoverable under the injunction security bond. Since Sellers are not entitled to attorney’s fees from this security bond, there is no harm from Buyer’s closing of the account. Accordingly, we find the contempt issue moot. *See* Sloan v. Friends of Hunley, Inc., 369 S.C. 20, 630 S.E.2d 474 (2006) (case is moot where a judgment rendered by the court will have no practical legal effect).

In conclusion, we affirm the denial of specific performance, reverse the denial of attorney’s fees to Seller, and remand for entry of judgment in the stipulated amount of attorney’s fees.

**AFFIRMED IN PART; REVERSED IN PART; AND
REMANDED.**

**TOAL, C.J., WALLER, BURNETT and PLEICONES, JJ.,
concur.**

proper, for the payment of costs and damages incurred by any party wrongfully enjoined).

