

Starcher, Justice, concurring:

I concur in the result reached by the majority opinion, upholding the circuit court's grant of summary judgment for West Virginia Self-Storage, Inc.

I write separately to point out that while the storage contract in question facially permitted the disposal or sale of Ms. Drake's property -- *with or without* prior notice to her -- in fact, West Virginia Self-Storage, acting in a commendable fashion, did give Ms. Drake ample and timely notice of the intended disposal or sale of her goods.

Because Ms. Drake completely slept on her rights and ignored the notice and warning she received, she now has no grounds to complain of the sale of her goods.

However, this Court's *per curiam* ruling in the instant case in no way decides the issue of whether a disposal or sale of stored goods can be actionable -- under any one of a number of theories of law -- when a storage business *does not* at least make a good faith attempt to notify a consumer who is in default on a storage contract of the intended disposal or sale of the consumer's goods.

Therefore, it would be wise for anyone giving legal advice to a self-storage business to tell the business to *always attempt to give ample and timely notice before disposing of or selling stored goods*.

Otherwise, a creative lawyer, who is consulting with a consumer whose goods are disposed of or sold by a storage business that has not even shown the common

courtesy of *trying* to give notice of the disposal or sale, should have little trouble finding theories and grounds to bring a viable lawsuit against the storage business. And such a lawsuit would (entirely unnecessarily) eat up a lot of the storage business's profits.

As the proverb says, "an ounce of prevention is worth a pound of cure."