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S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In The Supreme Court

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

Charles B. Simmons, Jr., Master-in-Equity

Common Pleas No.: 2023-CP-23-05263

NASSCO, Inc., Respondent,

v.

Byunghwan Chay a/k/a Bjorn Chay and Michelle Mihyang Chay, Defendants,

Of whom Byungwhan Chay is the Appellant.

Appellate Case No.: 2026-001148

BRIEF OF RESPONDENT

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STATEMENT OF THE ISSUES ON APPEAL

Whether the Court of Appeals erred in holding that Petitioner lacked standing to appeal the ruling of the Master-in-Equity?

Whether the "Law of the Case" doctrine requires that the ruling of the Master-in-Equity be affirmed?

Whether the Master-in-Equity erred in finding that Mr. Chay's transfer of his half-interest in real propety was fraudulent in violation of the Statute of Elizabeth?

STATEMENT OF THE CASE

This appeal stems from an Order, issued August 9, 2024, finding that a deed transferring real property is void as fraudulent.

NASSCO, Inc. is the holder of a judgment against Byunghwan Chay (Mr. Chay) and Natural Solutions Company International, Inc., issued December 2, 2021 in U.S. District Court for the District of South Carolina. (App. 91). On May 19, 2022, the Judgment was transcribed into the Greenville County Court of Common Pleas as it appears at Judgment Roll No. 2022-CP-23-02643. (App. 92).

On October 11, 2023, NASSCO, Inc. filed a separate action against Mr. Chay and his former wife, Michelle Mihyang Chay (Mrs. Chay), to set aside the May 16, 2022 and May 23, 2022 conveyance of real property by Mr. Chay as void pursuant to §27-23-10 of the South Carolina Code, otherwise known as the Statute of Elizabeth. (App. 13 – 18).

By deeds recorded May 16, 2022, and again on May 23, 2022, Mr. Chay conveyed his interest of the real property located at 100 Hammett Pond Ct., Greer, SC. 29650 to his then wife, Michelle. (App. 97 - 98, 99 – 103). NASSCO, Inc. alleged that the transfer was in violation of the Statute of Elizabeth and requested that the transfer be set aside as fraudulent. (App. 13 – 18).

Mr. and Mrs. Chay filed their joint answer on December 4, 2023. (App. 19 – 21). On January 17, 2024 the matter was referred to the Honorable Charles B. Simmons, Jr., Master-in-Equity pursuant to Rule 53 of the South Carolina Rules of Civil Procedure. (App. 8 – 9).

Judge Simmons presided over a hearing in the matter on July 2, 2024. Jonathan Waller appeared on behalf of NASSCO, Inc. while Jason Ward represented Mr. and Mrs. Chay[1]. (App. 22). Mr. Chay did not appear for, or participate in, the hearing.

[1] Mr. Ward represented to the court that Mr. Chay, who did not appear or participate in the hearing, was proceding pro se, however Mr. Ward was the attorney of record for Mr. Chay and had not been relieved by the court.

A Notice of Appeal was filed on behalf of Mr. and Mrs. Chay on September 9, 2024. By Order dated October 11, 2024 the appeal was dismissed for failure to comply with Rule 207 of the South Carolina Appellate Court Rules and previous correspondence from the Court of Appeals. (App. 10). Mr. Chay filed a pro se motion to reinstate his appeal on October 23, 2024. On November 7, 2024, this Court informed Mr. Chay that it would take no action on his pro se motion as he was represented by Jason Ward. This Court issued the remittitur on the same day.

On November 18, 2024, counsel filed a Motion to Recall Remittitur and Reinstate Appeal on behalf of Mr. Chay only. NASSCO, Inc. filed its Return to Motion to Recall Remittitur and Reinstate Appeal on November 27, 2024. By Order filed December 31, 2024, this Court recalled the remittitur and reinstated the appeal of Mr. Chay only.

Following briefing, the Court of Appeals affirmed the Master-in-Equity's order. *NASSCO, Inc. v. Chay,* Op. No. 2026-UP-057 (S.C. Ct. App. filed Feb. 11, 2026). The Court of Appeals did not need to reach the mearits of Petitioner's arguments, holding that Mr. Chay "lacks standing to appeal from the master-in-equity's order because he does not qualify as an 'aggrieved party.'".

Petitioner filed a petition for rehearing on February 26, 2026, which was denied on April 16, 2026. Mr. Chay subsequently filed a petition for writ of certiorari with this Court on May 18, 2026.

STANDARD OF REVIEW

"An action to set aside a conveyance under the Statute of Elizabeth is an equitable action, and a de novo standard of review applies." *Oskin v. Johnson*, 400 S.C. 390, 397, 735 S.E.2d 459, 463 (2012). "In an equitable matter referred to a master-in-equity for final judgment, [the Court] may find facts in accordance with our own view of the preponderance of the evidence." *Van Blarcum v. City of North Myrtle Beach*, 337 S.C. 446, 450, 523 S.E.2d 486, 488 (Ct. App. 1999). "However, this broad scope of review does not require an appellate court to disregard the findings below or ignore the fact that the [circuit court] is in the better position to assess the credibility of the witnesses." *Forfeited Land Comm'n of Bamberg Cty. v. Beard*, 424 S.C. 137, 144, 817 S.E.2d 801, 804 (Ct. App. 2018)(alteration in original) (quoting *Pinckney v. Warren*, 344 S.C. 382, 387, 544 S.E.2d 620, 623 (2001)).

STATEMENT OF FACTS

Byunghwan Chay owned a business importing latex gloves from Asia. (App. 39, ll. 17 – 24). On November 29, 2021 he, his business, Natural Solutions Company International, Inc., and NASSCO, Inc. filed a Joint Stipulation and Request for Entry of Judgment in an action brought by NASSCO, Inc. against Mr. Chay and Natural Solutions Company International, Inc. (App. 89 – 90). The Joint Stipulation and Request for Entry of Judgment outlined payment terms for the $400,000 judgment issued shortly thereafter. (App. 89 - 90, 91.

At the time of the entry of the judgment, Mr. Chay owned a one-half interest in the property located at 100 Hammett Pond Ct., Greer, SC. 29650, where he resided with his then-wife, Michelle. (App. 95). Mere days prior the NASSCO, Inc.'s judgment being transcribed into Greenville County, Mr. Chay conveyed his interest in the property to his wife, via quitclaim deed. (App. 97 - 98, 99 – 103).

Mrs. Chay testified that she discovered Mr. Chay was being unfaithful to her and confronted him about it. (App. 40, l. 24 – 41, l. 5; App. 42, ll. 3 – 6). Following her discovery, she testified that Mr. Chay confessed to having withdrawn substantially all of the funds she received from the sale of her business. (App. 41, ll. 5 – 9). Mr. and Ms. Chay had a joint bank account with Wells Fargo. Between December 2020 and May 2022, funds were deposited into that account from money that Ms. Chay earned through the sale of her business. (App. 48, ll. 15 – 23; App. 132, 217). Mr. Chay's company, Natural Solutions also deposited and withdrew funds into that account. (App. 132, 218). Ms. Chay alleges that she demanded that Mr. Chay transfer his half interest in the property to her to repay the debt she claims resulted from the money that he had taken from their account. (App. 43, ll. 19 – 22).

ARGUMENTS

I. The Court of Appeals correctly held that Petitioner does not have standing to appeal as he is not an aggrieved party.

The Court of Appeals correctly held that Mr. Chay does not have standing to appeal because he is not an aggrieved party and, therefore, does not have the right to appeal. Rule 201(b) limits the ability to appeal to "[o]nly a party aggrieved by an order, judgment, senence or decision . . . ." Rule 201(b), SCACR. Our courts have previously explained that under Rule 201(b), "[t]he word 'aggrieved' refers to a substantial grievance, a denial of some personal or property right, or the imposition on a party of a burden or obligation." *Beaufort Realty Co. v. Beaufort Cnty*., 346 S.C. 298, 301, 551 S.E.2d 588, 589 (Ct. App. 2001).

Even assuming *arguendo* that Mr. Chay was indebted to the former Mrs. Chay, his position is unchanged by the Master's findings, a requirement for standing. *See Sea Pines Ass'n for the Prot. of Wildlife, Inc. v. S.C. Dep't of Natural Res*., 345 S.C. 594 (2001). If the Master had found that the transfer was not fraudulent, Mr. Chay's asset would have been applied to the unspecified debt of Ms. Chay and he would still be indebted to NASSCO. In the current posture, Mr. Chay's interest in property has, or will be, attached and subject to execution, to be applied to NASSCO's judgment and Mr. Chay is still indebted to Ms. Chay. "A party cannot appeal from a decision which does not affect his or her interest, however erroneous and prejudicial it may be to some other person's rights and interests." *Id.* Put quite simply, in either outcome, Mr. Chay loses his interest in the property and is still indebted to one of the parties to the underlying action, rendering his position unchanged, and thus depriving him of the standing to appeal. *See Powell ex rel. Kelley v. Bank of Am.,* 379 S.C. 437, 665 S.E.2d 237 (S.C. App. 2008)(finding that because Bank had no interest in the funds at issue, it had no standing and was therefore not an aggrieved

party under Rule 201).

Petitioner cites *Macaulay v. Wachovia Bank of S.C., N.A.*, 351 S.C. 287, 295, 569 S.E.2d 371, 376 (Ct. App. 2002) and *Rogers-Kent, Inc. v. Gen. Elec. Co.*, 231 S.C. 636, 644, 99 S.E.2d 665, 668 (1957) (quoting *Gasque v. Conway*, 194 S.C. 15, 21, 8 S.E.2d 871, 873 (1940)), in support of its contention that Mr. Chay is an "aggrieved party" because he is unable to convey his property in the manner in which, and to whom, he wished to convey it. (Brief of Petitioner at 8). Those cases, an action by beneficiaries to set aside a trust based on incompentence and undue influence, and a declaratory judgment action to determine the constitutionality of the State Fair Trade Act, respectively, are factually inapplicable to the matter at hand on a fundamental level. Petitioner fails to either recognize or to acknowledge that a debtor's rights, and the manner in which me may convey property, are limited so as to not operate in a manner that causes harm to the debtor's creditors. See *Jackson v. Lewis*, 34 S.C. 1, 12 S.E. 560, 562 (1891), *Penning v. Reid et al.*, 167 S.C. 263, 283, 284, 166 S.E. 139, 146 (1932), *Gardner v. Kirven*, 184 S.C. 37, 191 S.E. 814 (S.C. 1937).

Further, Mr. Chay failed to appear, participate, or offer any evidence at the trial of this case. Trial counsel made no motion for continuance and informed the trial court, however erroneously, that Mr. Chay was *pro se*.

II. The findings of the Master-in-Equity should be affirmed based on the "Law of the Case" doctrine.

This findings of the Master should not be subject to review by this Court based on the "Law of the Case" doctrine. Michelle Chay is no longer a party to this appeal, having had her appeal dismissed by Order dated October 11, 2024. (App. 10). "It is a fundamental rule of law that an appellate court will affirm a ruling by a lower court if the offended party does not

challenge that ruling." *Biales v. Young*, 315 S.C. 166, 432 S.E.2d 482 (1993); *Lindsay v. Lindsay*, 328 S.C. 329, 491 S.E.2d 583 (S.C. App. 1997). The trial court correctly held that Michelle Chay, as the intra-family transferee, bore the burden of proof to establish the bona fides of the transaction. It is well-established that "where transfers to members of the family are attacked either upon the ground of actual fraud or on account of their voluntary character, the law imposes the burden on the transferee to establish both a valuable consideration and the bona fides of the transaction by clear and convincing testimony." *Windsor Properties, Inc. v. Dolphin Head Construction*, 331 S.C. 466, 498 S.E.2d 858 (S.C. 1997) (quoting, *Gardner v Kirven*, 184 S.C. 37, 41, 191 S.E. 814, 816 (1937)). While Petitioner's Statement of the Case attempts to frame the burden, and the Master's findings, as on the "Defendants", the law is clear that the burden of proof falls on the intra-family transferee. (Brief of Petitioner at 4).

Further, as the valuable consideration alleged was the forgiveness of a debt, Michelle Chay, as transferee is required to show, by **clear and convincing evidence** (1) that Byunghwan Chay had indeed become indebted to her, the grantee, along with the amount; (2) that the conveyance in question, though voluntary on its face, was in fact made in payment of such indebtedness. (emphasis added). The trial court found that she failed to meet that burden. By failing to pursue appellate review of the trial court's ruling, Ms. Chay has abandoned the issue. Failure to challenge the ruling "is an abandonment of the issue and precludes consideration on appeal." *Biales v. Young*, 315 S.C at 168, 432 S.E.2d at 484. Any findings or rulings, specific to Michelle Chay must be affirmed because she is not a party to this appeal. The unchallenged ruling, "right or wrong, is the law of the case and requires affirmance." *Buckner v. Preferred Mut. Ins. Co*., 255 S.C. 159, 161, 177 S.E.2d 544, 544 (1970).

III. Petitioner raises issues and arguments not preserved for appeal.

Petitioner sought to introduce new argument in his appeal, as he does in his brief, which were not raised to the Master, either during the hearing or by post-trial motion, and should therefore not be considered. It is "axiomatic that an issue cannot be raised for the first time on appeal, but must have been raised to and ruled upon by the trial judge to be preserved for appellate review." *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998). For the first time in his appellate briefing, Petitioner attempts to characterize his and Michelle Chay's relationship at the time of the transfer not as husband and wife, or even family members, but rather as "adverse litigants in a divorce proceeding." (Brief of Petitioner at 16). Not only is this issue not preserved for appellate review, but it is factually incorrect. Michelle Chay filed her Complaint for Divorce against Mr. Chay on July 19, 2023 as shown in the Final Order of Divorce. (App. 221 – 226). The Final Order of Divorce was filed on September 14, 2023 and notes the date Mr. and Mrs. Chay separated as May 28, 2022, after the execution and recording of the deeds at issue in this case. (Id.). Michelle Chay testified that she discovered her husband's infidelity as well as the status of their finances "sometime around Mother's Day" 2022[2]. (App. 42, ll. 5 – 6). Ironically, Michelle Chay testified that she learned of her husband's infidelity "from his bank." (App. 41, ll. 1 – 3). She went on to testify, as cited in Petitioner's Brief, they separated within a couple of months after she discovered he had withdrawn their funds. (App. 43, ll. 10 – 18, Brief of Petitioner at 6). It is disingenuous, at best, for Petitioner to attempt to characterize Mr. Chay and Michelle Chay as "adverse litigants in a divorce proceeding" as of May 16, 2022. (Brief of Petitioner at 16).

IV. The Master-in-Equity did not err in finding that Mr. Chay's transfer of his half-interest in real propety was fraudulent in violation of the Statute of Elizabeth as it was an intra-

[2] Mother's Day 2022 was observed on May 8, 2022.

family transfer made without valuable consideration.

The Master correctly found that the transfer of property without valuable consideration. As an initial determination, the trial court determined that the transfer was made without valuable consideration. The deed, on its face, stated "for and in consideration of the sum of One ($1.00) Dollar and/or other good and valuable consideration." (App. 97 - 98, 99 – 103). In construing a deed, the court must determine the intent of the grantor. *K & A Acquisition Grp., LLC v. Island Pointe, LLC*, 383 S.C. 563, 581, 682 S.E.2d 252, 262 (2009). To determine the grantor's intent, the deed must be construed as a whole. *Id.* The trial court Order made no specific findings as to whether the deed is unambiguous on its face, and no direct argument regarding deed ambiguity was made and is therefore not preserved for appellate review. The trial court seemed to indicate that it would have considered extrinsic evidence regarding the deed construction, but given Mr. Chay's failure to appear or participate, the court had to rely on the contents of the deed itself. (App. 1 – 7, at 4).

Counsel for the Respondent argued at trial that the required Affidavit for Exempt Transfers, signed by Mr. Chay and attached and recorded as part of the deed, is evidence of the lack of consideration for the transfer. Specifically, the Affidavit avers that the deed was exempt from the deed recording fee. Counsel argued that if the consideration for the transfer was the forgiveness of debt, as alleged by Michelle Chay, Mr. Chay would be required to pay transfer tax, commonly known as "deed stamps" in the amount of the value of the debt to be forgiven and that the lack of such payment, and the claiming of exemption, is further evidence that the transfer was not for valuable consideration. (App. 81, ll. 17 – 25).

The face of the Deed states the consideration is "$1.00 and/or other good and valuable consideration." The Affidavit for Exempt Transfers states the deed is exempt from recording fees

because the value is less than $100 pursuant to §12-24-30, which defines value as "the consideration paid or to be paid in money or money's worth for the realty including other realty, personal property, stocks, bonds, partnership interests, and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of a right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth." §*12-24-30*, S.C. Code Ann.

Viewing the deed and affidavit together, it is clear that there was no valuable consideration. The affidavit shows that the value of any potential forgiveness or cancellation of debt must be less than $100. Viewed together, the documents are unambiguous and extrinsic evidence is not admissible to show the intent of the parties. "This Court has held that when multiple documents are executed contemporaneously in the course of and as a part of the same transaction, the Court may consider and construe the instruments together in order to ascertain the intention of the parties and the terms of the agreement." *Dixon v. Dixon*, 362 S.C. 388, 608 S.E.2d 849 (S.C. 2005) (citing *Cafe Associates, Ltd. v. Gerngross*, 305 S.C. 6, 10, 406 S.E.2d 162, 164 (1991); Klutts Resort Realty, Inc. v. Down'Round Development Corp., 232 S.E.2d 20, 25, 268 S.C. 80, 89 (1977).

Having established that the transfer was voluntary, or without valuable consideration, on its face, the burden is on Michelle Chay, as intra-family transferee to establish, by clear and convincing evidence, that the transfer should not be considered fraudulent. The trial court found that "regardless of intent, Michelle Chay has presented no credible evidence of indebtedness by Byunghwan Chay, nor was she able to demonstrate the amount alleged to be owed. She has further failed to present any evidence that such alleged debt was forgiven as consideration for the transfer." (App. 1 – 7, at 5). As Michelle Chay is not a party to this appeal, the findings

regarding her burden of proof should be affirmed by the "law of the case" doctrine.

Should this Court wish to review the findings of the trial court regarding Mr. Chay's alleged indebtedness to, and forgiveness of indebtedness by, Michelle Chay, the Court will reach the same conclusion. Her testimony, and the unauthenticated bank records, admitted over objection, paint a picture that, while emotionally disheartening, can hardly be seen to meet the clear and convincing evidence standard. "Clear and convincing" evidence is an intermediate degree of proof "which will produce in the mind of the trier of facts a firm belief as to the allegations sought to be established." *Anonymous v. State Bd. of Med. Examiners*, 329 S.C. 371, 375 n. 2, 496 S.E.2d 17, 18 n. 2 (1998); *accord Peeler v. Spartan Radiocasting, Inc*., 324 S.C. 261, 266 n. 4, 478 S.E.2d 282, 283 n. 4 (1996). Michelle Chay is unable to meet her burden, in part, because she doesn't know the amount of money her husband was allegedly indebted to her or her personal financial situation. She testified that from December of 2020 until May of 2022 she never checked her bank account, (App. 59, l. 25 – 60, l. 8). She further testified that in the sixteen (16) years she was in business she only checked her account "a few times." (App. 60, ll. 10 – 11). Ironically, Michelle Chay testified that she learned of her husband's infidelity "from his bank." (App. 40, l. 24 - 41, l. 1 – 3). Clearly, she found the time, and was savvy enough, to closely review some sort of bank record to the extent that she discovered her husband's misdeeds.

Astonishingly, she testified that until the day before the hearing, more than four (4) years after the alleged discovery and forgiveness of Mr. Chay's debt, she was unaware that the $380,000 she received from the sale of her business was deposited into her and her husband's joint bank account and was "afraid of what else that I don't know." (App. 42, ll. 2 – 10, 38, l. 6). She offered, in support of her position, records from one bank account and two (2) demonstrative exhibits purported to be summaries of specific payments, withdrawals, and deposits into the joint

account. (App. 132, 217, 218). The bank records and demonstrative exhibits were admitted over Respondent's objection and at best represent a snapshot of what was one, of multiple, bank accounts. Michelle Chay testified that the summaries were accurate as to the payments she received from the sale of her business, (App. 49, ll. 9 – 16), and deposits from, and withdrawals to, Natural Solutions Company. (App. 50, l. 25 – 51, l. 4). Upon cross examination she testified that until the day before the hearing, she was unaware that Mr. Chay was making deposits, from his business, into their joint account. (App. 60, ll. 14 – 18).

Further reinforcing the lack of evidence that Petitioner himself was indebted to Michelle Chay, her Trial Exhibit #2, (App. 132), bank records show deposits to, and withdrawals from, a joint checking account held by Mr. and Mrs. Chay. She contends that these records are evidence of indebtedness of Mr. Chay. However, because funds were not transferred to Mr. Chay personally, the records cannot stand as evidence that Mr. Chay's owed debt. In fact, the funds were transferred to a third party company. Absent a written agreement pursuant to the Statute of Frauds, any agreement for Mr. Chay to be liable for the debt of the third party company would be unenforceable. §32-3-10(2), S.C. Code Ann.; *Dyer v. Moss*, 325 S.E.2d 69, 284 S.C. 208 (S.C. App. 1984).

When her prior testimony regarding the accuracy of the summaries presented was questioned with the showing of a January 7, 2021, $115,700 deposit from Natural Solutions Company that was omitted from (App. 218), she testified "I don't know. Excuse me, sir. That's not my summary. Paper says it is. One thing that I know, I know what I sold my company for. I know how much money went into the account, I know how much money went out." (App. 61, ll. 3 – 12). In one answer she managed to impeach her prior testimony twice. First, that she can't verify the accuracy of a summary that she now claims isn't hers, and, secondly, that she knew

how much money was going into and out of the account, despite just learning the day before that proceeds from the sale of her business and deposits from Natural Solutions Company were being deposited into the joint account. Her summary of deposits also fails to show multiple deposits made by Natural Solutions Company, including the January 7, 2021 deposit of $115,700, and attributes multiple "mid-month" deposits to the proceeds from the sale of her business, which are not supported by check image or other evidence and are contrary to the Payment Schedule attached as Exhibit A to the Negotiable Promissory Note securing the sale of her business. (App. 124 – 128, at 128). When further questioned about a February 21, 2021 transfer of $2,500 to "Chay Michelle", she testified that "all of these papers I do not look at them item by item" and then accused her husband of making the transfer "somehow in my name." (App. 61, ll. 15 – 25).

Sadly, Michelle Chay's testimony shows a hard working woman who utterly failed to pay even the slightest bit of attention to her finances. She had no idea which account had which funds or to where deposits and withdrawals were coming or going and by whom. She is unable to identify what amount she claims she is owed and the records of her Trial Exhibit #2, (App. 132), only further cloud whom is her alleged debtor. She possesses no evidence of debt such as promissory notes or contracts and, even if she is to be believed, failed to ensure that the deed conveying the interest of Mr. Chay to her accurately reflected the forgiveness of debt she alleges. Perhaps most damaging to Petitioner's position, following a less than definitive answer as to whether she and her husband had an agreement regarding the transfer of the property in exchange for the forgiveness of debt, she was asked if "Mr. Chay still owes [her] money?" to which she replied, "He owes a lot more." (App. 53, l. 24 – 54, l. 7). Her testimony is simply not sufficient to meet her burden to establish both the forgiveness of debt as valuable consideration and the bona fides of the transaction.

As an additional sustaining ground, Respondent contends that Michelle Chay's Trial Exhibits 2, 3, and 4, (App. 132, 217, 218), were admitted, over objection, in error. *I'On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 526 S.E.2d 716 (2000). The bank records, and related demonstrative exhibits, constitute hearsay documents, not subject to execption, which were unauthenticated. Counsel for Respondent contemporaneously objected to each exhibit as it was offered. (App. 46, ll. 17 – 21, 49, ll. 23 – 24, 50, l. 18). Should those objections been sustained, as they should have been, Michelle Chay's contention of Mr. Chay's indebtedness would have even less merit.

V. The Master-in-Equity did not err in finding that Petitioner failed to retain sufficient property to pay the debt.

Petitioner now, for the first time in appellate briefing, attempts to argue that Respondent failed to prove that Mr. Chay lacks sufficient funds to pay the debt.

> Where a transfer is made without valuable consideration being exchanged, the transfer will be set aside only when the creditor establishes the following: (1) the grantor was indebted to the creditor at the time of the transfer; (2) the conveyance was voluntary; and (3) the grantor failed to retain sufficient property to pay his indebtedness to the creditor in full, not merely at the time of transfer, but in the final analysis when the creditor seeks to collect the debt.

Albertson v. Robinson, 371 S.C. 311, 317, 638 S.E.2d 81 (S.C. Ct. App. 2006), quoting, *Mathis v. Burton*, 319 S.C. 261, 265, 460 S.E.2d 406, 408 (Ct.App. 1995).

The Petitioner made no argument, either during the hearing or in post-trial motion, regarding Respondent's proving of an essential element; Petitioner 's failure to retain sufficient property to pay his indebtedness. While the trial court found that the lack of evidence of asset

retention presented on behalf of Mr. Chay as convincing, there was additional testimony by both Michelle Chay and Jonathan Chay regarding their knowledge of Mr. Chay's assets, both at the time of transfer and as of the date of the hearing, that support Respondent's position as additional sustaining grounds. Petitioner attempts to contrast the evidence presented in the case at hand with what was presented in *Albertson v. Robinson*. Sadly, unlike the debtor in *Albertson v. Robinson*, Mr. Chay decided not to attend his trial, either voluntarily or as a foreseeable result of other actions of his choosing. While such an argument is required to have been made in the form of a motion for directed verdict at the close of evidence, or at the very latest in a post-trial motion, Petitioner cannot now attempt to use his absence as both a shield and a sword. A party who prevails in the lower court may raise on appeal any additional reasons why the appellate court should affirm the lower court's ruling, regardless of whether those reasons were presented to or ruled on by the lower court. *I'On, L.L.C. v. Town of Mt. Pleasant*, 338 S.C. 406, 526 S.E.2d 716 (2000).

CONCLUSION

The Petitioner failed to appear or participate in the trial of this case and regardless of its outcome, will not have an unemcumered, if any, interest in the real property at issue. As he is not an agrreived party, he lacks standing to appeal the ruling of the trial court. Michelle Chay, the party who exited the trial with substantially less than she entered, failed to perfect her appeal. As she bore the burden of proof and was the only defendant to present evidence, her absence requires that substantially all of the issues and findings made by the Master-in-Equity should be affirmed pursuant to the "Law of the Case" doctrine. Even if this Court chooses to reach the merits of the appeal, it is clear that the Master-in-Equity correctly found that Mr. Chay's transfer of his half-interest in real propety was fraudulent in violation of the Statute of Elizabeth. This Court should dismiss its writ of certiorari, affirm the findings of the Master-in-Equity, and deny Petitioner the relief sought in his appeal.

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