

Rec'd Aug 27, 2015

STATE OF SOUTH CAROLINA)
)
COUNTY OF ABBEVILLE)

William Crenshaw,)
)
) Plaintiff,)
)
) v.)
)
Erskine College and David A. Norman,)
)
) Defendants.)

IN THE COURT OF COMMON PLEAS
C.A. No.: 2012-CP-01-00158

TRUE COPY
[Signature]
ABBEVILLE COUNTY CLERK OF COURT

**ORDER GRANTING DEFENDANT'S
MOTION FOR JUDGMENT
NOTWITHSTANDING THE VERDICT
AND DENYING PLAINTIFF'S RULE
59(e), SCRPC MOTION**

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SC Court of Appeals

This matter came before the Court upon Defendant Erskine College's ("Erskine") motion to alter or amend, pursuant to Rule 59(e), SCRPC. In its motion, Erskine sought clarification of whether an oral ruling from the bench denying its motion for judgment notwithstanding the verdict ("JNOV") had been made, and if not, Erskine requested that ruling be made for the purpose of preserving the issue for appeal. Additionally, Plaintiff William Crenshaw moved under Rule 59(e) for the court to alter or amend its order granting a new trial and re-enter the jury's judgment in favor of Crenshaw.

After considering the motions of both parties, I hereby grant Erskine's motion for JNOV and consequently vacate this court's July 22, 2015 order, which granted Erskine's motion for a new trial. *See Hainer v. Am. Med. Int'l, Inc.*, 320 S.C. 316, 320, 465 S.E.2d 112, 115 (Ct. App. 1995) ("In ruling on the denial of motions for directed verdict, j.n.o.v. and a new trial, the evidence and all reasonable inferences from the evidence must be considered in a light most favorable to the non-moving party. We are not at liberty to pass upon the veracity of the witnesses and determine the case according to our view of the weight of the evidence." (internal citations omitted)), *aff'd as modified*, 328 S.C. 128, 492 S.E.2d 103 (1997); *id.* ("If the evidence

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as a whole is susceptible of more than one reasonable inference; a jury issue is created and the motions for directed verdict and j.n.o.v. are properly denied. However, if only one reasonable inference can be drawn from the evidence, the motion must be granted." (internal citation omitted)).

The undisputed testimony and other evidence is that Crenshaw never made any request for a hearing, even up through the conclusion of the trial of this matter. In order to allege and recover from a breach of contract claim, Crenshaw was required to satisfy his obligations under the terms of the employment contract and procedures for terminating tenured. "It is an elementary principle that one who seeks to recover damages for the breach of a contract, to which he was a party, must show that the contract has been performed on his part, or at least that he was at the appropriate time able, ready and willing so to perform it." *Parks v. Lyons*, 219 S.C. 40, 48, 64 S.E.2d 123, 126 (1951); *see also Swinton Creek Nursery v. Edisto Farm Credit, ACA*, 334 S.C. 469, 487, 514 S.E.2d 126, 135 (1999) (affirming the trial court's grant of a directed verdict because the plaintiff could not recover on the contract's implied covenant of good faith and fair dealing as he had breached the contract himself (citing *Parks*, 219 S.C. at 48, 64 S.E.2d at 126)); *Alala v. Peachtree Plantations, Inc.*, 292 S.C. 160, 167, 355 S.E.2d 286, 290 (Ct. App. 1987) ("Of course, all parties must be obligated under a contract in order for it to be enforceable.").

As the undisputed evidence in this case is that Crenshaw failed to comply with the terms of the contract and request a hearing, he cannot recover on a breach of contract claim where he himself failed to fulfill the obligations of the contract and consequently breached the contract. Based on this undisputed evidence, Defendants are entitled to judgment and this court accordingly grants Erskine's motion for JNOV. Moreover, Crenshaw's Rule 59(e) motion

seeking to reverse the order of a new trial and reinstate judgment in favor of Crenshaw is hereby denied. By means of this order, the issues raised at trial and in each party's motion to alter or amend are comprehensively addressed.

IT IS SO ORDERED.



Eugene C. Griffith, Jr
Circuit Court Judge

Abbeville, South Carolina

August 24, 2015

FILED
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COUNTY OF ABBEVILLE
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